



August 14, 2009

RE: Request for Qualifications No. 10-02-02 for Design and Fabrication of Art for the Market Square Walkway Pedestrian Bridge

To Whom It May Concern:

The City of Roanoke and the Roanoke Arts Commission seek qualified artists or artist teams to design, fabricate and install artwork in the Market Square Walkway Pedestrian Bridge. The art will hang in the tower end of the bridge on a bracket that will support up to 1000 lbs.

This project is open to all artists and artist teams, age 18 and over, who are residents of the United States. All applicants, regardless of race, sex, religion, nationality, origin or disability will be considered.

### **OVERVIEW**

- The Arts Commission desires art work that will not only include a piece hanging from the bracket in the tower, but that may utilize other areas of the bridge so that the viewer's eye will be drawn to the hanging artwork.
- The artwork will be indoors in an area with minimal cooling and heating
- Due to height of the bracket the artwork should be durable and require little or no maintenance
- Existing art that is one of a kind will be considered

Site photos and drawings of the location can be viewed at [www.roanokeva.gov/publicart](http://www.roanokeva.gov/publicart) under "current calls to artists".

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFQ is subject to negotiations with the successful Offeror, and final approval of the City.

1. Successful Offeror shall be responsible for the fabrication and installation of art which is potentially kinetic for the Market Square Walkway Pedestrian Bridge.
2. Work shall be scheduled and conducted in a professional cooperative manner.
3. All work shall be performed by qualified and trained persons. Successful Offeror shall ensure that it and its employees have all required licenses, insurance and/or permits to perform the work.

### **BUDGET**

The budget threshold for this project is \$30,000. The budget includes artist fees, materials, fabrication, shipping, installations, accommodations and travel. The City reserves the right to negotiate a final fee. Up to four finalists may be selected and site

interviews may be required. Those selected will be invited to submit a complete proposal and will receive a set fee of \$800 to cover honorarium, and travel expenses if an interview is required.

The selected Artist will be required to present a final design proposal and/or maquette to the Roanoke Arts Commission and Roanoke City Council for review and approval prior to fabrication.

**TIMELINE (Dates are subject to change)**

Deadline for response to this RFQ – Sept. 25, 2009  
Selected Artist or Finalists Notified – By Oct. 12, 2009  
If finalists are selected RFP deadline – Nov. 9, 2009  
Finalists interviews if needed – Week of Nov. 16  
Chosen artist notified – Nov. 23  
Work Completed – March 1, 2010

**SERVICES AND/OR ITEMS REQUIRED AND SUBMITTAL REQUIREMENTS.**

Each Offeror should carefully read and review all such items and should address such items in its proposal. **One (1) original and seven (7) copies of the written materials**, of the following materials (except submit only one copy of the CD), cover sheet signed by an authorized representative of your firm, must be submitted in a sealed envelope or package in the order below.

**Submittal Requirements**

1. A completed and signed cover sheet (Attachment B)
2. A letter of interest which describes your vision for this project, relative experience and how you will assure that the overall style of the work will compliment the area where it will be installed.
3. A description of the anticipated materials to be used, fabrication and installation needs for the permanent work of art.
4. An image list that corresponds to the CD.
5. Visual Images as follows (You may submit both existing art and concepts)
  - a. If you only want to be considered for preexisting art works submit up to five images of each work as digital images and sent on one PC Compatible CD- ROM in JPEG format maximum pixel dimensions (per image) – 800 X 600. Label CD with artist's name. Slides will not be accepted. The images should be numbered to match the image list.
  - b. If not submitting preexisting work send up to 10 images of prior work, submitted as digital images and sent on one PC Compatible CD-ROM in JPEG format maximum pixel dimensions (per image) – 800 X 600. Label CD with artist's name. Slides will not be accepted. The images should be numbered to match the image list.
  - c. For those submitting options of a new proposal a concept sketch, illustrations and/or images of the proposed work may be included.

**Do not bind your application materials or put them in a notebook or folder. Please collate them as complete packets of information for each panelist. Do not send any materials not specifically requested. If sent, they will not be reviewed or returned by the selection panel.**

### **EVALUATION CRITERIA**

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFQ. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

A. The appropriateness of the art to the site.

B. The quality of Offeror's performance in comparable and/or similar projects.

C. Reasonableness/competitiveness of proposed nonbinding project cost, fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).

D.. The Offeror's responsiveness and compliance with the RFQ requirements and conditions.

E. Determination that the selected artist has no contractual relationships which would result in a conflict of interest with the City's contract.

F. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFQ.

G. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

H. Submission of Required Materials

### **BACKGROUND.**

The City of Roanoke, Virginia is the center of one of Virginia's largest metropolitan regions and a hub of transportation, finance, arts and culture, medicine and industry for the southwestern part of the state. The scenic beauty of the Roanoke Valley between the Blue Ridge and the Virginia Alleghany Highlands makes the City a pleasant as well as an economically diverse place to live and work.

The name Roanoke is believed to have been derived from the Native American word "Rawrenock", meaning money. The origin of the name also stems from shell beads used as trade goods and collected on strings worn around the neck or attached to clothing. The first European settlers arrived in the Roanoke Valley in the 1740s. A nearby salt outcropping had been a gathering place for the wild game of hunters and thus became known as Big Lick. Roanoke was settled in the mid 18th Century and incorporated as Big Lick in 1874. The Virginia and Tennessee Railway (later known as Norfolk & Western) was located in Roanoke in the mid 1850s. The real beginning to Roanoke came in 1882 when the Shenandoah Valley Railroad connected with the Norfolk & Western Railroad, and the town name was changed from Big Lick to Roanoke. Roanoke became the home of the Norfolk & Western Railway, and its early years were centered on that role as a transportation hub. By

1884, Roanoke had more than 5,000 residents and thus became known as the “Magic City” in reference to the speed of the City’s growth.

Roanoke prides itself on being a livable city with vibrant neighborhoods, and has been awarded the “All-American City” designation five times. The historic City Market, which also began in those early years, remains vibrant as one of the oldest in the country and is an anchor of downtown commerce. Roanoke’s most visible attraction is its star, a 100 foot high neon beacon atop Mill Mountain. Erected as the world’s largest man-made star to promote civic pride fifty years ago, it continues to define the valley and serve as a “welcome home” to travelers who have been away. Roanoke residents also take pride in the scenic beauty and many outdoor amenities though the City’s proximity to the Blue Ridge Parkway and the Appalachian Trail.

## **PROJECT SITE**

Market Square Walkway was constructed in 1995 as a pedestrian connection between the historic Hotel Roanoke and Conference Center and Gainsboro neighborhood and the historic market area of downtown Roanoke. It is a modern glass structure connecting two historic areas and is the major pedestrian gateway into the heart of the city. The area also ties together the past and the future as the new Taubman Museum of Art, opened in 2008, is adjacent to the southern exit of the bridge and the Roanoke Valley Visitor Center and O. Winston Link Museum is near the northern exit from the bridge in the former Norfolk & Western Railway passenger station.

Photos and plans of the bridge can be viewed on line at [www.roanokeva.gov/publicart](http://www.roanokeva.gov/publicart) under current calls to artists.

Other web sites that provide important information include:

[www.downtownroanoke.org](http://www.downtownroanoke.org)

[www.hotelroanoke.com](http://www.hotelroanoke.com)

[www.taubmanmuseum.org](http://www.taubmanmuseum.org)

Enclosed with this RFQ is a copy of the Sample Contract, Attachment A to the RFQ, the Successful Offeror selected for this project will be required to sign, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully. The insurance requirements provided for in the Contract must be provided by the Successful Offeror immediately following notification of award.

**All responses to this request for proposal shall be submitted on or before 2:00 p.m. on September 25, 2009 to the address listed below:**

**City of Roanoke  
Purchasing Division, Room 202  
215 Church Ave. S.W., Roanoke, VA 24011**

**Ref: RFQ 10-02-02 for Design and Fabrication of Art for Market Square Walkway  
ATTN: Sharon Gentry, Purchasing Manager**

One (1) original and seven (7) copies of the required written materials, appropriately signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation “Design and Fabrication of Art for the Market Square

Walkway”, RFQ # 10-02-02 and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted.

The City reserves the right to reject or cancel any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et seq. of the Code of the City of Roanoke, Virginia.

Technical inquires regarding this RFQ should be directed to Susan Jennings, Public Art Coordinator at (540) 853-5652.

Inquires for information regarding procurement procedures and/or proposal submission shall be directed to Sharon T. Gentry, Purchasing Manager at (540) 853-2871.

Sincerely,  
Sharon T. Gentry  
Purchasing Manager

## **ATTACHMENT A**

### Sample Contract for Design and Creation of Art For the Market Square Walkway

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as the "Artist,"

WITNESSETH:

WHEREAS, the City has selected the Artist as the honoree under a commission to conceive and create a significant work of art, hereinafter referred to as the "Work," to be located at the Market Square Walkway Pedestrian Bridge located in Roanoke, Virginia, hereinafter referred to as the "Site;" and

WHEREAS, the Artist is the exclusive constructor of the Work for the Site;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

#### **Section 1 - Scope of Services**

(a) The Artist shall furnish all labor and supplies, hereinafter referred to collectively as the "Materials," for the construction of the Work. The Artist shall personally design and create the Work. The work shall be completed by March 1, 2010.

(b) The Work, which Artist shall create, construct, fabricate and install, shall be an original art work reflective of the spirit and history of the site.

#### **Section 2 - Procedure**

(a) The Artist shall determine the artistic expression of the Work. The Work shall be substantially similar to a maquette and/or design drawings and specifications prepared by the Artist and approved by the City and shall not contain any major changes without prior written approval of the City.

(b) The City and the Artist will establish, from the outset, a close and cooperative consultation continuing to and beyond the installation of the Work.

(c) A representative will be designated by the City to serve as liaison between the City and the Artist. The City's liaison shall assist the Artist and be responsible for installation of the Work and storage of materials at the Site and otherwise coordinate with the Artist as to the installation of the Work.

(d) The City's representatives may review the Work while in progress at any time during normal working hours upon providing at least two (2) business days notice. The

inspections described hereinafter shall be done in Artist's studio at the fabrication site, as directed by the Artist.

(e) Creation of the Work requires that the Artist proceed through a process that involves community participation, the creation of drawings, designs and the work.

(f) Artist and the City will decide on an appropriate timeline for all stages of the project.

(h) Prior to payment as detailed in Section 3 of this Agreement, the liaison will review the Work and approve payment to the Artist for satisfactory performance and progress of the Work.

(i) Upon agreement that the Work is satisfactory, the liaison shall reasonably determine, in collaboration with the Artist, a schedule for the installation of the Work which may be amended in writing between the Artist and the City. The Artist shall be liable if, through fault of the Artist, the completion of the Work is delayed by Artist's failure to finish the Work in a timely manner consistent with that schedule.

(f) Artist shall arrange, at its expense, for delivery of the Work to the Site. The artist shall be responsible for the preparation of the site and the installation of the Work at the Site. Security at the Site shall be provided by the City.

(g) The Artist shall be available at such times as may be agreed, at Artist's expense, to attend any inauguration or presentation ceremonies relating to the transfer of the Work to the City.

(h) The City shall place appropriate signage at the Site providing attribution to the Artist and shall maintain such signage in good condition.

### **Section 3 - Fee and Payment**

(a) The City shall pay to the Artist for the Work a fixed fee of \$\_\_\_\_\_ which shall constitute full compensation for all labor, services, materials, shipping, and transportation furnished by the Artist under this Agreement. The fee shall be **paid upon receipt of an invoice from the artist** in two equal installments of \$\_\_\_\_\_ each, upon:

full execution of this Agreement, to initiate the commission.  
installation of the completed Work at the site.

(b) The cost of electrical lines to the Work if needed and creation and installation of signage at the Site shall be paid by the City.

(c) Prior to and during the period of installation of the Work, the City shall at its risk and expense store the Work and Artist's materials at or in close proximity to the Site in a manner agreed to by the Artist.

(d) The services of the City's liaison required by this Agreement shall be provided at the expense of the City.

(e) The City shall be responsible for obtaining, at its expense, permits and the like necessary for the installation of the Work.

(f) The costs of transporting the Work and Materials to the Site, and the costs of all travel by employees or agents of the Artist necessary for the proper performance of the services required under this Agreement, shall be paid by the Artist.

#### **Section 4 - Risk of Loss, Indemnification, and Insurance**

(a) Prior to the delivery of the Work to the Site and while in transit, the Artist shall bear the risk of loss to the Work, and indemnify and hold harmless the City from any liability, loss, theft, mutilation, vandalism or other damage, including those caused by Acts of God, provided however, that Artist's liability hereunder shall not exceed the amount previously paid Artist by the City.

(b) Upon delivery of the Work to the City pursuant to its instructions, the City shall procure and place in effect adequate comprehensive insurance to cover any liability, loss, theft, mutilation, vandalism or other damage, including those caused by Acts of God, that may befall the Work.

(c) The Artist shall not be required by the City to post any performance bonds or similar undertakings, and any requirements of any other authority for performance bonds or similar undertakings shall be the responsibility of the City.

#### **Section 5 - Ownership and Related Rights**

a) Title to the Work shall remain with the Artist until delivery, acceptance and full payment of the Work, at which time title shall pass directly to the City. Artist, however, shall retain all copyright interest in this work, except as otherwise provided in this Agreement.

(b) Except as provided in Section 6 (c), the City shall have complete authority to reproduce the Work in books, art magazines, exhibition catalogs, postcards or posters or other commemorative items providing that any such reproduction be accompanied by the Artist's copyright notice. The Work shall not be changed in any way in reproduction by the addition of any elements, embellishments or distortion through photography. The

Artist may use copies of the Work for the Artist's publicity and as part of the Artist's portfolio.

c) The Artist shall have and retain full ownership of all preliminary drawings, sketches, models, and other incidental works created by the Artist or at the Artist's direction in the performance of this Agreement.

(d) The Work shall be a unique work by the Artist and the designs used for creating the Work shall not be used to create any reproductions or copies of the Work.

## **Section 6 - Surviving Covenants**

(a) The covenants and obligations set forth in this Section 6 are for the benefit of the Artist and the Artist's heirs and shall survive the completion of installation of the Work and shall continue for a period ending on the twentieth anniversary of the Artist's death.

(b) The City recognizes that although normal maintenance of the Work will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Work. The City shall assure such regular maintenance and shall protect, repair and maintain the Work against damage from all causes and the ravages of time and vandalism and make all significant repairs and restorations of the Work solely in accordance with the express written approval of the Artist and subject to appropriations made by the City. To the extent practicable, the City shall retain the Artist to repair and restore the Work, and the Artist shall be paid a reasonable fee for any such service.

(c) The City shall not permit the creation, distribution or sale of reproductions of the Work, for or in connection with the promotion of private, charitable or political business of any nature whatsoever, except as may be agreed to by the Artist. Examples of uses of the Work expressly prohibited under this Section 6 (c) include, but are not limited to, postcards or posters depicting the whole or portions of the Work with humorous captions; any distortion of the Work in printed or photographic form; and the superimposition of images, colors or printed messages on the Work. Nothing contained in this Agreement shall, however, prohibit the use of reproductions of the Work by the City in postcards, posters, and the like that are tasteful and respectful of the Artist. The City hereby expressly and irrevocably authorizes the Artist and the Artist's heirs and legal representatives to bring any suit or other proceeding before any court, arbitration tribunal or other body having jurisdiction thereof for such preliminary or permanent injunctive or other relief, whether legal or equitable in nature, to accomplish the purposes of this Agreement. Nothing in this Agreement shall prohibit the City from exercising the authority granted under Section 5 (b) of this Agreement.

(d) The City shall notify the Artist of any alteration of the Site or of any areas adjacent thereto that would significantly affect the intended character and appearance of the Work and shall consult with the Artist in the planning of such alteration so as not to affect the intended character of appearance of the Work. If any such alteration of the Site or such areas or of the Work is made without the express written approval of the Artist, the City shall, at its expense, remove or obliterate the public notice referred to in Section 2(h) above, as well as any signature or other emblem identifying the Artist with the Work, and the Artist may take such other action as they may choose to disavow the Work. This paragraph shall apply to significant alterations of the Site, such areas, or the

Work which would affect the intended character and appearance of the Work, whether intentional or accidental, within the control of the City, or otherwise.

(e) In the event of any sale, transfer or other disposition of the Work by the City, or by any subsequent owner, the seller or transferor shall deliver to the Artist or Artist's heirs or legal representatives a binding undertaking to observe all of the provisions of this Section 6 for the benefit of the Artist. Nothing contained in this Section 6 (f) shall create or constitute any lien or other encumbrance of the Artist in or upon the Work or upon any disposition thereof.

(f) The Artist and the Artist's heirs or personal representatives shall notify the City of changes of the address to be used for notices under this Agreement and any failure to do so, if such failure prevents the City from locating the Artist or the Artist's heirs or personal representatives, shall be deemed a waiver by the Artist of the Artist's rights to enforce the provisions of this Section 6 that require the express approval of the Artist.

### **SECTION 7. HOLD HARMLESS AND INDEMNITY.**

Artist shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Artist's or its employees, agents actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Agreement, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Artist agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Agreement.

### **SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS.**

Artist agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements.

### **SECTION 9. REPORTS, RECORDS, AND AUDIT.**

Artist agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and such retention period, upon prior written notice to Artist.

### **SECTION 10. DEFAULT.**

If Artist refuses or fails to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Artist, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce

any remedy available at law or in equity in connection with such default, and Artist shall be liable for any damages to the City resulting from Artist's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Artist's default.

#### **SECTION 11. NONWAIVER.**

Artist agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Artist extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Artist and does not bar the City from requiring the Artist to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Artist under this Contract or by law.

#### **SECTION 12. FORUM SELECTION AND CHOICE OF LAW.**

By virtue of entering into this Contract, Artist submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

#### **SECTION 13. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 14. NONDISCRIMINATION .**

During the performance of this Contract, Artist agrees as follows:

- i. Artist will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Artist. Artist agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Artist in all solicitations or advertisements for employees placed by or on behalf of Artist will state that Artist is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Artist will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.

#### **SECTION 15. DRUG-FREE WORKPLACE.**

During the performance of this Contract, Artist agrees to (i) provide a drug-free workplace for Artist's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Artist that Artist maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Artist, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **SECTION 16. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Artist that the City disputes the amount of Artist's request for final payment. However, written notice of the Artist's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Artist. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Artist may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Artist's claim. The decision of the City Manager shall be final and conclusive unless the Artist within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Artist being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Artist's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

**SECTION 17. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 18. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract

**SECTION 19. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 20. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:           City of Roanoke  
                      Economic Development Division  
                      Attn: Susan Jennings  
                      Franklin Road Plaza, Suite 200  
                      Roanoke, Virginia 24011

Copy to:           City of Roanoke  
                      Purchasing Division  
                      Attn: Purchasing Manager  
                      Noel C. Taylor Municipal Building Room 202  
                      Roanoke, Virginia 24011  
                      Facsimile: (540) 853.1513

If to Artist: \_\_\_\_\_

Facsimile: \_\_\_\_\_

## **SECTION 21. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

A. The City, at any time, may order Artist to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Artist shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Artist in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Artist to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Artist shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City .

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Artist, the Artist shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Artist as it deems appropriate.

## **SECTION 22. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, Artists, and subs are applicable to this Contract.

## **SECTION 23. ENTIRE CONTRACT.**

This Contract constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

## **SECTION 24 - AUTHORIZATIONS**

The City hereby represents and warrants to the Artist that all appropriate official action has been duly and validly taken to authorize the City to execute and deliver this Agreement and to perform all of the obligations of the City hereunder and that no authorization, approval, permit, filing or other document or action is required of any governmental authority to authorize the performance of this Agreement according to its terms.

(b) Nothing contained in this Agreement shall be construed to create between the City and the Artist any relationship of principal and agent, joint ventures, co-partners, employer and employee, master and servant or any similar relationship, the existence of any of which is expressly denied by the parties hereto. Neither party hereto shall be liable to the other or to any third party in any way for any engagement, allegation,

representation, contract, transaction or undertaking or for any negligent act or omission to act of the other, except as expressly provided herein. (c) This Agreement represents the entire understanding of the parties hereto and expressly supersedes any and all prior agreements and understandings with respect to the subject matter hereof and may be amended only by a writing signed by all of them.

(d) No party to this Agreement shall assign its rights or obligations hereunder, either in whole or in part, except with the written consent of the other party. Any purported assignment not in compliance with this Section 9 (d) shall be void. This Agreement shall inure to the benefit of the heirs and legal representatives of the Artist.

(e) No waiver by either party to this Agreement of any breach of any obligation of the other party shall constitute a waiver of any other prior or subsequent breach of any such obligation.

(f) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(g) The headings or captions in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of this Agreement.

The remainder of this page intentionally left blank IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS: Artist

\_\_\_\_\_ By \_\_\_\_\_

Printed Name Printed Name  
(SEAL)  
CITY OF ROANOKE, VIRGINIA  
ATTEST:

\_\_\_\_\_ By \_\_\_\_\_

City Clerk (City Manager)

Printed Name and Title Printed Name and Title  
Appropriation and Funds Required  
Approved as to form: for this Contract Certified:

\_\_\_\_\_  
City Attorney Director of Finance  
Account #  
Approved as to Execution: Date

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

**Attachment B – Submittal Required**

City of Roanoke VA Public Art Program  
Market Square Walkway Project  
RFQ # 10-02-02

Name \_\_\_\_\_

Business Name if Different \_\_\_\_\_

Address \_\_\_\_\_  
City State Zip

Email \_\_\_\_\_ Web Site \_\_\_\_\_

Two References I have worked with in the past five years

1. Name \_\_\_\_\_

Title

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Name \_\_\_\_\_

Title

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Business License# \_\_\_\_\_

I affirm that neither myself or any owners, officers, employees, or agents, or my immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.

\_\_\_\_\_  
Applicant's Signature

Please state the complete name and address of each such person as applies above and their connection to the City of Roanoke on the back of this form. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.