



City of Bowie

15901 Fred Robinson Way
Bowie, Maryland 20716

REQUEST FOR PROPOSALS CITY OF BOWIE, MARYLAND CALL TO ARTISTS – PUBLIC ART INITIATIVE / MURAL

The City of Bowie, Maryland requests proposals from individual artists and artistic teams (the Artist) to create a mural to be installed on an exterior wall at the Bowie City Gym, located at 4100 Northview Drive, Bowie, Maryland 20716.

The work shall be consistent with the Scope of Services contained in this Request for Proposals (RFP). The City reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the contract; and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits and the City's schedule. By submission of a proposal, the respondent represents that it has the ability to comply with all requirements contained in the Request for Proposals.

Interested respondents are encouraged to visit the City Gym to view the installation site.

All questions or clarifications regarding this Request for Proposal shall be submitted by email to Robin Jones at rjones@cityofbowie.org.

Electronic (pdf) proposals will be received via email to Robin Jones at rjones@cityofbowie.org until 12:00 p.m., Tuesday, May 17, 2022. The subject line of the email must read **PROPOSAL: PUBLIC ART INITIATIVE**. Proposals will not be publicly opened. All blanks on each form provided by the City in connection with this Request for Proposals must be filled in, and no change shall be made to any part of the text of the form. All proposals must be signed in ink by the bidder, with signature in full. When a firm submits a proposal, the agent who signs the firm name shall, in addition, state the names and addresses of the individuals composing the firm. Performance and payment bonds will not be required.

Neither the City nor its representatives shall be liable for any expenses incurred by anyone in connection with the preparation of a response to this RFP.

For further information, contact Robin Jones at 301-809-3013 or rjones@cityofbowie.org.

MAYOR Timothy J. Adams **MAYOR PRO TEM** Adrian Boafo
COUNCIL Michael P. Esteve • Henri Gardner • Ingrid S. Harrison • Roxy Ndebumadu • Dufour Woolfley
CITY MANAGER Alfred D. Lott
City Hall (301) 262-6200 FAX (301) 809-2302 TDD (301) 262-5013 WEB www.cityofbowie.org



City of Bowie, Maryland

Department of Community Services

CALL TO ARTISTS

Request for Proposals (RFP)

PUBLIC ART INITIATIVE/MURAL - BOWIE CITY GYM

Requested by:
City of Bowie
Department of Community Services
15901 Fred Robinson Way
Bowie, MD 20716

April 2022

Request for Proposals (RFP) for Public Art Mural at Bowie City Gym

The Project

The City of Bowie is issuing this Call to Artists to engage individual artists and artistic teams (the Artist) to create a mural for the City at the Bowie City Gym, AT 4100 Northview Drive, Bowie, Maryland 20716. The mural will be installed on an exterior wall of Gym facing Northview Drive and will be visible from the street. The brick wall where the mural will be painted is 18 feet high x 27 feet wide.

The City seeks a new original permanent work of art made specifically for the site with a theme of social justice and diversity. The artwork should contribute to an inviting community space. The theme for this project is taken from a quote by Dr. Martin Luther King, Jr., "A threat to justice anywhere is a threat to justice everywhere." The artwork should tell a story, encompass a general sense of pride in the City's inclusive and welcoming community, and encourage unity..

Deliverables

The Artist must be able to plan, design, fabricate and install the artwork. The artwork must use weather-resistant, non-hazardous, and easily maintained materials. The artwork should be durable and sustain exposure to the elements.

The project must include the completed Artist Design and Maintenance Form (Attachment A).

Program Goals

The goals of the program include:

- **Contribute to an inviting community space with engaging public art to promote communal activities and walkability in the neighborhood;**
- **Developing an image of the City as an arts destination**

The Artist may use creative license to create a design the Artist envisions reflects the spirit of the community.

Deadline

The submission deadline is Tuesday, May 17, 2022 at 12:00 PM. Proposals must be submitted electronically to Robin Jones at rjones@cityofbowie.org. The proposal documents must be .PDF files and images must be .JPEG files.

Award

The Artist will receive a commission of up to \$25,000. An initial payment of \$5,000 will be made following approval of concept and execution of an agreement with the Artist. The remaining balance will be paid upon installation and acceptance of the work, within thirty days of receipt of an approved invoice. The commission includes an artist/team design fee, all materials, fabrication, installation, travel and any other project expenses.

Proposal Requirements

Proposals from multiple artists who intend to collaborate are welcome. Interested artists are asked to submit the following:

- **Artist's statement** of no more than 350 words in length, describing your work and interest in this project.

- **Resume.**
- **Design** of the proposed mural for the site.
- **Work Samples** of a selection of previous work. Samples include documents, photos, plans and video (up to 15 minutes total). Support materials such as reviews, news articles, web links or other similar information may also be included. If a link is not available, please provide the images in the following format:
 - One image per .JPEG
 - Pixel dimensions per image: approximately 600 x 800
 - Image resolution: 72-300 pixels per inch
 - Maximum file size: 1MB
 - Name each image: lastnamefirstnameimagenumber.jpg, for example: DoeJohn01.jpg, DoeJohn02.jpg, etc.
 - A corresponding, numbered, annotated image list with title, media, dimensions, location, brief description, date of the work, project budget, and project partners, if applicable.
- **Draft Budget** including projected types and costs of materials. The budget is requested for the City’s general informational purposes and will not impact the commission awarded.
 - The Artist’s materials should include exterior grade paint and exterior grade panels. Installation hardware and associated costs are the responsibility of the Artist.

Selection Criteria

1. Up to three finalists will be invited to interview with Arts Committee staff and City Council and will be asked to provide a draft sketch or storyboard of their proposed designs. Each finalist will be paid \$400 to create the site-specific proposal. The finalists will be invited to a community meeting to hear ideas from attendees to help develop their proposals. The City would like to see the following design elements reflected in this draft:

- Acknowledgement of Bowie’s history and culture as it relates to social justice and inclusion; and
- Content that reflects and celebrates the diversity of the Bowie community

The Artist should avoid the following design elements:

- Abstract representations that require lengthy interpretation.
- Typical or clichéd representations of Bowie, like horses and trains. The artwork should represent a more inclusive array of Bowie history and culture.

2. Once selected, artist/team will need to provide a design before the final presentation to City Council.
3. Proposals will be evaluated, and finalists will be selected based on their creative approaches to exploring a visual representation of social justice in Bowie’s history and culture and the following criteria:

<i>Criteria</i>	<i>Rating Scale</i>
Demonstrated knowledge, skills and experience in Public Art	Very Advantageous- Respondent has led at least 4 Public Art projects for municipal/government agencies.
	Advantageous- Respondent has led at least 2 Public Art projects for municipal/government agencies.

for municipalities or government agencies.	Non-Advantageous- Respondent has no experience with Public Art Projects for municipal/government agency.
Artistic merit and experience as evidenced by submitted digital representation of past work samples.	Very Advantageous- Respondent has provided work samples that reflect extensive experience and professional capabilities of the applicant, the artistic strength, quality, vision, originality and significance of the body of work and the artist's experience and relevant training.
	Advantageous- Respondent has provided work samples that reflect some experience and professional capabilities of the applicant, the artistic strength, quality, vision, originality and significance of the body of work and the artist's experience and relevant training.
	Non-Advantageous- Respondent has provided work samples that reflect little to no experience and professional capabilities of the applicant, the artistic strength, quality, vision, originality and significance of the body of work and the artist's experience and relevant training.
Appropriateness of artist's medium and style as it relates to the scale and scope of the site and project.	Very Advantageous- Respondent has provided best overall examples of curating and installing an outdoor Public Art project.
	Advantageous- Respondent has provided good overall examples of curating and installing an outdoor Public Art project.
	Non-Advantageous- Respondent has provided examples of working with Public Art but has not shown significant examples of experience similar in scale and scope.
References / Recommendations from past clients	Very Advantageous- Respondent has provided 3 or more references recommendations from past municipal or governmental clients.
	Advantageous- Respondent has provided at least 1 reference recommendation from past municipal or governmental clients.
	Non-Advantageous- Respondent has provided no reference recommendations from past municipal or governmental clients.
Explanation of why this project is of interest and demonstrated understanding of the social justice theme.	Very Advantageous- Respondent has outlined a very detailed response communicating project interest.
	Advantageous- Respondent has outlined a somewhat detailed response communicating project interest.
	Non-Advantageous- Respondent has not outlined a detailed response communicating project interest.

Timeline

Call to Artist Released	April 12, 2022
Artists Proposal Due Date	May 17, 2022 12:00 PM
Selection Committee Review	May 18-20, 2022
Community Review	May 23, 2022
City Council Design Presentation	June 6, 2022
Commission Awarded	June 8, 2022
Contract Signed	No later than June 15, 2022
Fabrication and Installation	June 2022 – August 2022
Opening/Unveiling	August - October 8, 2022

Contact Information

For questions or technical support, contact Robin Jones at rjones@cityofbowie.org or 301-809-3013.

Map of Bowie City Gym

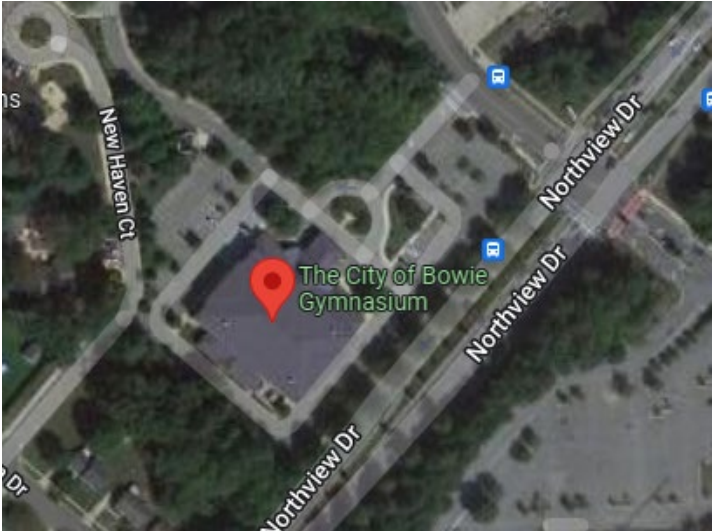


Photo of Bowie City Gym Mural Wall



Basic Art Information

Name of Work: _____

Primary Artist: _____

Location: _____ Placement: Outdoors or Indoors

Degree of Exposure: Full Sun Partial Sun Shaded by Tree(s)

Physical Description:

Briefly describe the artwork and attach a detailed rendering of your submission, to include color(s), dimensions

Materials Used:

Briefly describe all materials, processes + products (ex. Color: Oyster Shell, Brand: WePaint Co.) used in the artwork.

Contractors or Vendors Contact Information:

Briefly list contact information of all vendors, fabricators and subcontractors or products used in the assembly of the artwork.

Product/Material/Fabrication	Vendor Name	Website	Phone Number	Email

Site Preparation:

Briefly describe any site preparation required prior to installation.

Building Interface

Briefly describe how the artwork will interact with the building/site and what connections (attachments that will be used to install the artwork) will be used.

Regular Cleaning Schedule:

Briefly describe the frequency of cleaning and products used.

Component to be Cleaned	Frequency			Est. Cost	Directions for Cleaning + Products	Time Required
	Quarterly	Semi Annually	Annually			

Cleaning Surface Damage:

Briefly describe how this surface damage should be cleaned and what products should be used.

Surface Damage	Est. Cost	Directions for Cleaning + Products	Time Required
Graffiti			
Scratches			
Stickers			
Scat			
Dirt/grime/debris			
Permanent Marker			
Spray Paint			
Chewing Gum			
Mold/Biological Growth			
Cracking			
Fading			

Support Required:

Please respond and provide attachments if applicable.

Follow-Up Questions	Yes	No	N/A
Is an outside contractor required for any maintenance work?			
Were any components purchased overseas?			
Is there replacement or upgrade required for any components of the art?			
Are there any written instructions or manufacturer specifications? If so, please attach.			
Is there any equipment and or machinery needed to operate the project? If so, please attach.			

Additional Recommendations:

Additional Details:

Additional Contact Information:

DCS + Committee Use Only:

Reviewed by Staff Liaison: _____ Date: _____

Accepted by Arts Committee Chair: _____ Date: _____

Accession #: _____

FOR INFORMATIONAL PURPOSES ONLY

SUCCESSFUL BIDDER WILL BE REQUIRED TO
COMPLETE AN AGREEMENT
SUBSTANTIALLY IN THE FORM ATTACHED

PLEASE DO NOT RETURN WITH BID PROPOSAL

PUBLIC ART CONTRACT

THIS AGREEMENT is entered into ___ this day of _____, 2022, by and between the City of Bowie, a municipal corporation of the State of Maryland (“the City”), whose address is 15901 Fred Robinson Way, Bowie, Maryland, 20716 and _____ (“the Artist”) whose address is _____.

RECITALS

WHEREAS, the incorporation of art into areas accessible to the public is an essential component of any great city and makes the City more interesting and vibrant for its residents and visitors; and

WHEREAS, as part of the City's Art in Public Places Program, the City desires to commission a mural to be installed on an exterior wall of the City-owned Gymnasium at 4100 Northview Drive, adjacent to Bowie City Hall; and

WHEREAS, the City issued a request for proposals for the design and installation of said mural; and

WHEREAS, Artist responded to the request for proposals and was selected to design and install the mural; and

WHEREAS, the City has budgeted funds in the City's FY '22 Budget for the design and installation of the mural; and

WHEREAS, the City desires to retain Artist to design and install a mural at the City Gymnasium in accordance with the terms of this Agreement, the City’s Request for Proposals dated April 12, 2022, and the Artist’s Proposal dated May 17, 2022; and

WHEREAS, Artist is qualified and able to perform the Services described herein and is willing to accept the commission described in this Agreement under the terms and conditions set forth herein; and

WHEREAS, the City desires to own and maintain the work of art commissioned herein.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the City and the Artist hereby agree as follows:

1. INCORPORATION.

The above Recitals are hereby incorporated into this Agreement as operative provisions hereof.

2. SCOPE OF SERVICES.

A. The City engages the Artist to design, fabricate, and install a mural on an exterior wall of the City Gymnasium as set forth in the City's Request for Proposals dated April 12, 2022 ("the RFP") in conformity to the RFP and the Artist's Response to the RFP, as depicted and described in Exhibit C (the "Artwork"), which is attached hereto and incorporated herein by reference (the "Services").

B. The RFP and the Artist's response to the Request, which are attached hereto as Exhibits A and B respectively, are by incorporated into this Agreement. Any inconsistency between any Exhibits hereto and the terms of this Agreement shall be resolved in favor of this Agreement. The Artist, at his or her sole expense, shall provide all labor, materials, supplies, and equipment necessary to complete the Services required for the design, fabrication, and installation of the Artwork.

C. The Artist shall perform the Services in a satisfactory and competent manner, consistent with the best standards in the Artist's field, and the Artwork shall be designed, created and installed in a manner that does not impair the structural integrity of the gymnasium in any way. If the Artist employs or engages a person or firm to perform a part of the Services, the Artist shall ensure that each such person or firm shall agree to perform such part of the Services in a satisfactory and competent manner, consistent with the best standards in the subcontractor's field. Notwithstanding the Artist's employment of a person or firm to perform a part of the Services as permitted under this Agreement, the Artist shall remain responsible to the City for the faithful performance of the Services, and no delegation or subcontracting of a part of the Services shall relieve the Artist of his or her duties under this Agreement.

D. The Artist shall prepare and submit to the City those items required by the RFP and/or the Response. In addition, the Artist shall submit other graphic materials as may be reasonably requested by the City in order to permit the City to carry out any review for which the RFP provides. The final design and installation of the Artwork shall be that which has been approved by the City. Any change in the scope, design or material of the Artwork must be approved in advance in writing by the City before the Artist may continue work.

E. Any proposed alteration or revision shall be presented to the City for its prior written approval. The City shall approve or disapprove any proposed alteration or revision within ten (10) business days of the Artist's written request. Any request not approved or denied within that time period shall be deemed denied. If the City approves in writing an alteration or revision as provided for herein, the Artist shall be entitled to rely on such approval and proceed with work on the Services under this Agreement. The Artist acknowledges that if the Artwork is altered or revised from that which is described in Exhibit A and the Artist has failed to obtain the City's prior written approval as required herein, the City may terminate this Agreement without penalty to the City.

3. DOCUMENTATION. Following installation of the Artwork, but prior to Final Payment, the Artist shall furnish to the City written maintenance instructions for the Artwork. During Artist's lifetime, at no charge to the City, Artist agrees to provide advice concerning problems relating to the maintenance of the Artwork.

4. EFFECTIVE DATE. This Agreement shall become effective when it is signed by both the City and the Artist.

5. PERFORMANCE OF SERVICES. Following receipt of written notice to proceed from the City, the Artist shall commence work on the project in sufficient time to complete (including installation) the Artwork on or before _____ (the "Delivery Deadline") unless the City has rescheduled installation to a later date, in which case the later date shall be the "Delivery Deadline."

6. COMPENSATION.

A. The City shall pay the Artist for the satisfactory performance of the Services and the installation of the Artwork required by this Agreement compensation in the total amount of _____ to be paid to the Artist upon his or her submission of detailed statements of account to the City in accordance with the following schedule:

1. Five Thousand Dollars (\$5,000) within ____ days of the City's signature acceptance of this Agreement ("First Payment);

2. _____ upon installation of the artwork, submission of a maintenance plan and final acceptance by the City ("Final Payment").

B. The amounts set forth above constitute full and complete compensation for the Artist's Services and Artwork; the Artist shall be solely responsible for all expenses necessary for the performance of this Agreement, including any cost overruns.

7. OTHER PAYMENTS, EXPENSES, TAXES.

A. Except as may be specifically agreed upon by the parties in writing, the Artist shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Artist in connection with the performance of his or her obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

B. The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Artist is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Artist is deemed not to be an independent contractor by any local, state or federal government agency, the Artist agrees to indemnify and hold harmless the City for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

8. CITY'S OBLIGATIONS.

The City shall cooperate with the Artist in the preparation of the Site prior to installation of the Artwork as provided for in Section 2 hereof.

9. COPYRIGHT AND REPRODUCTION RIGHTS.

A. The Artist shall apply for a U.S. registered copyright for the Artwork. The Artist retains all rights under the federal Copyright Act and all other rights in and to the Artwork except ownership and possession, except as such rights are limited by this Section.

Because it is the intention of the parties that the Artwork in its final dimension shall be unique, the Artist hereby agrees not to make an exact duplicate or three-dimensional reproduction of the final Artwork or permit others to do so except by prior express written permission of the City.

B. The Artist hereby grants to the City and its assigns an irrevocable license to make photographs, drawings, and other two dimensional reproductions of the Artwork for non-commercial purposes without prior consent of the Artist, including but not limited to reproductions used in advertising, art books or art videos, brochures, postcards, history books or history videos, media publicity, noncommercial reproductions in the City's portfolio of public art, catalogues or other similar publications.

C. The Artist also grants to the City an irrevocable license to make postcards for the City's commercial purposes, subject to the Artist's approval of the reproduction of the Artwork on the postcard.

D. The City agrees not to distribute printed reproductions of the Artwork that are larger than 8" x 10". All reproductions of the Artwork by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © _____, 2022.

10. WARRANTIES AND REPRESENTATIONS; INDEMNIFICATION AND RELEASE.

A. The Artist represents and warrants to the City that:

1. He or she is the sole creator of the Artwork;
2. Artist has full power and authority to make this Agreement;
3. The Artwork does not infringe upon any copyright or violate any property right or other rights; and;
4. No liens or encumbrances exist against the Artwork and that following the transfer of title to the Artwork to the City, no individual or entity will have any right or interest in the Artwork that is prior or superior to the City's right and interest.

B. The Artist further represents and warrants that the Artwork, as designed, fabricated, created and installed, will be free of defects of any kind or nature in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The City shall determine in its sole and absolute discretion, when and if repairs and/or restoration of the Artwork need to be made. The Artist shall, at no additional cost to the City, provide the necessary materials and labor for, and shall bear any expenses in connection with the repair of such defects of which the Artist is given written notice by the City for a period of three years from the date of final acceptance of the Artwork and transfer of ownership to the City. The Artist will not be responsible for damage resulting from fire, vandalism or acts of nature. After the aforementioned three-year period, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such service, provided that the City and the Artist shall agree in writing, prior to the commencement of any repairs or restoration, upon the Artist's fee for and the scope of the services. In the event of emergency repairs, the City shall perform such repairs without advance notice to the Artist.

11. ORIGINAL WORK. The Artist warrants that the Artwork to be designed and produced pursuant to this Agreement is a unique, original work of art reflective of the Artist's creative efforts; that it is especially designed for the City; that it is an edition of one; and that it has not been and will not be installed elsewhere or duplicated by Artist without the prior written permission of the City.

12. INDEMNIFICATION. Artist shall, and hereby agrees to, indemnify, protect, defend and hold harmless the City and its departments, elected officials, employees and agents (each a "Covered Person") from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses, damages, judgments, costs or expenses of any kind (including legal fees and costs of investigation) (collectively "Losses") brought against such Covered Persons for or on account of any matter arising from, in connection with or caused by the Services performed by Artist pursuant to this Agreement. This indemnification shall specifically include, but not be limited to, any and all personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by the Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist.

13. INSURANCE. The Artist covenants to maintain the insurance coverages set forth herein. The Artist shall provide Certificates of Insurance evidencing such coverages together with its signed Agreement. The Certificates of Insurance shall be on an occurrences basis, shall name the City as an additional insured, and shall provide either that (a) the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Artist's policy or policies of insurance, and provide copies of the relevant policies to the City with the Certificates.

Provision of any insurance required herein does not relieve the Artist of any of the responsibilities or obligations assumed by the Artist in the contract awarded, or for which the Artist may be liable by law or otherwise.

A. Workers' Compensation Insurance: The Artist shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.

B. Comprehensive General Liability Insurance: The Artist shall provide general liability insurance in the following amounts:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the Services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
2. Property damage liability with a limit of \$100,000 each accident.

14. RISK OF LOSS. The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 15. Accordingly, the Artist shall take such measures as are reasonably necessary to protect property and persons from injury caused by the Artwork or any damage to, theft of, vandalism to, or acts of nature affecting the Artwork, all of which shall be the sole responsibility of the Artist until final acceptance of the Artwork by the City.

15. FINAL APPROVAL AND ACCEPTANCE BY THE CITY.

A. Upon installation of the Artwork to the Artist's satisfaction, the Artist shall notify the City in writing that the Services have been completed and are ready for inspection. Within ten (10) calendar days of receipt of such notice, the City shall inspect the work and present the Artist with a listing of any observed flaws. When the City is satisfied with the Services, it shall provide written notice to the Artist of its final acceptance of the Services, which notice shall state that the Services have been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the City. The date of final acceptance shall be the date of the City's written notice to the Artist of its final acceptance of the Artwork.

B. Upon final acceptance, title to the Artwork shall pass from the Artist to, and vest in, the City. The Artist hereby donates and transfers to the City the Artist's rights except those limited by this Agreement, title, and interest in and to the Artwork. Thereafter, the City shall retain all written documentation regarding the Artwork and shall have the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.

C. Upon final acceptance, the Artist shall attend a public dedication of the artwork, at his or her sole cost and expense and the City, in consultation with the Artist, shall provide appropriate, on-site signage to identify the Artwork by the Artist's name, the year of fabrication, and other information deemed appropriate by the City.

16. COMPLIANCE WITH LAWS. The Artist shall secure all required licenses, permits and other required legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.

17. SUBCONTRACTING. The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance, or visual quality of the Artwork and shall be carried out under the personal supervision of the Artist. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor. The Services described in this Agreement shall be performed by Artist and shall not be assigned or transferred without the prior written consent of the City.

18. CHANGES. Any changes to this Agreement shall be in writing and be signed by both the City and the Artist prior to any change.

19. TERMINATION.

A. This Agreement shall terminate upon the issuance of a written notice of final acceptance by the City and the transfer of ownership of the Artwork to the City as provided for herein, unless earlier terminated in accordance with the provisions of this Agreement.

B. The City may, by written notice to the Artist, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Artist to fulfill his or her contractual obligations under this Agreement in a timely or proper manner. If the City terminates this Agreement for the City's convenience, it may do so at any time by giving at least three (3) days prior written notice to the Artist. If the Agreement is terminated by the City for the City's convenience and without cause or fault of the Artist, the City will pay to the Artist such portions of the total compensation as are still outstanding

C. If the Artist violates any of the covenants, agreements or stipulations of this Agreement, or fails to fulfill any obligations hereunder in a timely or proper manner the City shall have the right to terminate this Agreement by giving the Artist written notice of termination at least five (5) days before the effective date of termination. The termination date and the reasons for termination shall be stated in the notice. In such event, all finished or unfinished drawings, specifications, models, portions of the Artwork, supplies, or other objects that have been prepared by the Artist under this Agreement shall, at the option of the City, become the City's property. The satisfaction of the City shall be determined by the City in its sole discretion, The Artist shall remit to the City a sum equal to all payments (if any) made pursuant to this Agreement prior to termination. The Artist shall be liable to the City for any damages sustained by virtue of any breach of this Agreement by the Artist. The City may withhold any payments to the Artist for the purposes of set-off until such time as the exact amount of damages due the City from the Artist is determined. Damages shall include all amounts paid pursuant to the Agreement. In addition thereto, the City has the right to recover attorney's fees, costs and expenses and any other amounts otherwise available to it under the common law of the State of Maryland.

20. DEATH OR INCAPACITY.

A. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist. However, nothing in this Section 20 shall obligate the City to accept the Artwork.

B. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist provided that the City, in its sole discretion, approves of the new artist prior to such assignment. If the parties cannot agree on another artist to complete the Artwork, the City may elect to terminate this Agreement. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © _____ 2022.

C. In the event of death, the City will use its best efforts to work with the designated heir(s) or successors of the Artist to assign the Artist's obligations and service under this Agreement to another artist provided that the City, in its sole discretion, approves

of the new artist in advance of any such assignment. If the parties cannot agree on another artist to complete the Artwork, the City may, in its sole and absolute discretion, elect to terminate this Agreement. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © _____ 2022.

D. If the City elects to terminate this Agreement pursuant to this Section, all materials purchased for the project or installed on site shall be and become the property of the City. The Artist and/or the Artist's heirs/successors shall not be entitled to further compensation and shall not be required to refund to the City funds previously paid to the Artist.

E. The Artist or the Artist's heirs/successors shall provide the City with accurate copyright information. In the alternative, Artist or Artist's heirs/successors may elect to remit to the City a sum equal to all payments (if any) made pursuant to this Agreement, and retain ownership of all materials purchased and work done to date, and may sell or otherwise dispose of the Artwork and any product or material relating thereto at the discretion of Artist or Artist's heirs/successors.

21. REMOVAL OR DESTRUCTION. The Artist understands that once accepted by the City the Artwork is owned by the City. As such, at some time in the future, the City may remove or destroy the Artwork in whole or in part, at any time, without the consent of the Artist or the Artist's heirs or successors; however, the City shall give the Artist notice in writing at least ten (10) days in advance of removing the Artist so that the Artist may have the opportunity to photograph the mural in place prior to removal or destruction.

22. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

23. NOTICES. All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

To the City: Alfred D. Lott, City Manager
15901 Fred Robinson Way
Bowie, Maryland 20716
Fax: (301) 809-2302
alott@cityofbowie.org

With a copy to: Elissa D. Levan, Esquire
City Attorney
Levan Ruff LLC

2007 Tidewater Colony Drive
Annapolis, Maryland 21401
elevan@levanruff.com

To the Artist: _____

24. WAIVER. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.

25. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

26. NON-DISCRIMINATION. The Artist, and any person or firm engaged by the Artist to perform any of the Services pursuant to this Agreement, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

27. CONFLICT OF INTEREST. The Artist certifies and warrants to the City that neither he or she, nor any of his or her agents, representatives or employees who will participate in the performance of any part of the Services pursuant to this Agreement has or will have any conflict of interest, direct or indirect, with the City.

28. FORCE MAJEURE. In the event that any party is unable to perform any of its obligations under this Agreement - or to enjoy any of its benefits - because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall take reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

29. SUCCESSORS AND ASSIGNS. The parties bind themselves and their successors, executors, administrators and assigns to the obligations and covenants of this Agreement;

except as otherwise provided herein, the Artist shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

30. SURVIVAL. The following provisions of this Agreement shall survive and be in full force and effect after the termination of this Agreement, for whatever cause: Paragraphs 9-12, inclusive.

31. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Artist and the City with respect to the subject matter of this Agreement. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Artist or City that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.

32. CONFLICT OF INTEREST. The person executing this Agreement on behalf of the Artist certifies that he understands the provisions of the Bowie City Charter and Code, dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

ATTEST: THE CITY OF BOWIE, MARYLAND

Awilda Hernandez
City Clerk

By: _____
Alfred Lott, City Manager

WITNESS:

_____ [INSERT NAME] _____

Tax Payer ID Number:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elissa Levan, City Attorney