



**TOWN OF MARANA
CALL FOR ARTISTS/REQUEST FOR QUALIFICATIONS (RFQ)**

Solicitation Number: 2019-007

Solicitation Title: Public Art Design: Marana Main Street Gateway

Release Date: May 13, 2019

Final Date for Inquiries: May 24, 2019 at 3:00 pm Local Time

Due Date and Time: May 30, 2019 at 3:00 pm Local Time

Submittal Location: Marana Municipal Complex
First Floor Reception Desk
11555 W. Civic Center Drive
Marana, AZ 85653

Solicitation Contact for Inquiries: Rudy Torres
Purchasing Officer
11555 W. Civic Center Drive
Marana, Arizona 85653
(520) 382-1983
rtorres@maranaaz.gov

This solicitation is available at **www.PublicPurchase.com**.

All prospective offerors shall be responsible for obtaining the RFQ and any subsequent related documents from the Town's partner: **www.PublicPurchase.com**. This system provides automatic notification and transmittal of solicitation opportunities. To view a solicitation, you must be registered with Public Purchase. The Town will not be responsible for the failure of a prospective offeror to obtain addenda and other information related to this RFQ.

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Schedule

Released	May 13, 2019
Final Date for Inquiries	Mat 24, 2019 at 3:00 pm Local Time
Due Date and Time	May 30, 2019 at 3:00 pm Local Time
Interview (if applicable)	June 20, 2019 (approx.)
Notice of Award	June 24, 2019

All inquiries regarding this RFQ shall be directed to the Solicitation Contact for Inquiries identified on page 1 of this solicitation.

Instructions to Artists

1. Preparation of Statements of Qualifications (SOQ):

- a. All SOQs must include all required materials, as specified below.
- b. Faxed or e-mailed SOQs will not be considered.
- c. The RFQ Signature Page must be signed by the artist or a person authorized to sign on the artist's behalf and included in the SOQ packet.
- d. Periods of time, stated as a number of days, will be calendar days.
- e. It is the responsibility of all prospective artists to examine the entire Request for Qualifications package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after the due date and time.

2. **SOQ Packet:** SOQs shall be submitted in **one original and five hard copies in a sealed envelope, along with one electronic copy on a flash drive**. The original shall be marked "ORIGINAL". Detailed written responses shall be limited to 12 pages, double sided on 8 ½" x 11" paper, using a font no smaller than 12 point.

The artist's name and address must appear on the outside of the sealed envelope, which shall be clearly marked as: Public Art Design: Marana Main Street Gateway – RFQ #2019-007

SOQ packets **must** include:

- a. Signed RFQ Signature Page
 - b. Résumé of qualifications
 - c. A narrative of no more than 12 pages that includes the information listed under Evaluation Criteria on page 8 of this RFQ.
 - d. Signed copies of Addenda, if applicable
3. **Inquiries:** Any question related to the Call for Artists/Request for Qualifications must be directed to the contact whose name appears on the cover page. The prospective artist may not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to a Request for Qualifications should refer to the appropriate Request for Qualifications number, page, and paragraph number.
 4. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, a prospective artist (or designated representative) may withdraw the proposal in writing.
 5. **Solicitation Amendment or Addendum:** If the Town issues a Solicitation Amendment or Addendum, a signed acknowledgment of receipt of the Solicitation Amendment or Addendum must be included in the SOQ packet.
 6. **Business License:** The successful artist must have a valid business license with the Town of Marana Finance Department by the time the contract is awarded.

7. Award of Contract:

- a. Notwithstanding any other provision of this Request for Qualifications, the Town expressly reserves the right to:
 - 1) Waive any immaterial defect or informality; or
 - 2) Reject any or all submittals, or portions thereof; or
 - 3) Conduct finalist interviews; or
 - 4) Negotiate with artists to reach Best and Final Offers; or
 - 5) Reissue a Request for Qualifications.
- b. Any contract that is ultimately entered between the Town and any artist for purposes of providing Public Art Design services to the Town will contain general Town provisions as set forth in the Sample Artist Services Agreement attached to this RFQ as Attachment A, as modified by any Special Terms and Conditions included in this RFQ. The specific provisions of the contract may be modified or altered in a subsequent written amendment to the contract. Please refer to the Sample Artist Services Agreement for additional terms and conditions.

8. **Taxes:** The Town of Marana is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

Scope of Work

1. Purpose

The Town of Marana seeks statements of qualifications from artists for the design, construction, and installation of a public art project, as further set forth in the RFQ documents. Based on preferred qualifications, the Town will select an artist to proceed with the project. The selected artist will then supervise the design, construction, and installation of the public art work by a team that will include local high school students, a local instructor, and Town Staff. The project will be subject to all requirements of the applicable grant(s).

2. Background Information

The Town of Marana is located between Phoenix and Tucson, in the northwest area of the Tucson metropolitan region. The Town is bisected by 18 miles of Interstate 10 and the Union Pacific Railroad. Three mountain ranges hug the outer borders of the Town, the Tortolita Mountains to the northeast, Ironwood Forest National Monument to the west, and the Saguaro National Park to the south.

3. Scope

The Town of Marana has been awarded grant funding through the Pima Association of Governments (PAG) Transportation Art by Youth (TABY) program to fund a public art project for the Downtown Marana/Marana Main Street Gateway. The Town is soliciting qualifications from artist for the design, construction, and installation of the public art project. The Artist will

work with the Town's representative to develop the design and construction of the art to be installed at the Marana Road roundabout.

As the future location of the Town's planned Downtown Marana and Marana Main Street area, this public art will feature a modern design in a simultaneous effort to acts as a visual centerpiece and gateway to the Town's Downtown/Main Street area.

The intended design should incorporate the following:

- Be clean and forward-looking in design
- If possible, refer to aspects of Marana's heritage and natural environment
- Be conscious of the surrounding area's overall vision for downtown Marana
- Be mindful of sight distances for traffic safety reasons
- Take advantage of the concentric nature of the roundabout, potentially utilizing a 360 degree view
- Complement the established materials board used for the landscape architecture piece included in the roundabout – See separate Attachment 'A' Landscape Materials Board.
- Take into consideration Downtown Marana Overlay District guidelines – See separate Attachment 'B' Marana Overlay District Guidelines
- Serve as a welcoming presence, acting as a gateway to Downtown Marana/Main Street.

The Town may use any and all designs submitted pursuant to this Call for Artists/Request for Qualifications in the Town's grant applications without remuneration to the artist/proposer. By submitting a design proposal pursuant to this RFQ, the artist acknowledges the above statement and gives express permission to the Town to use the design proposal as noted.

Upon selection of the qualified artist by the Town, a design concept shall be developed in collaboration with Town Staff representatives, the selected artist, pre-selected local students, the local instructor, and Town of Marana Citizens' Forum members, or any combination thereof.

The Town anticipates that the timeframe between artist submission of design proposals and award of contract may be lengthy, based upon the schedule of grant disbursement. The PAG TABY grant was awarded and disbursed in February 2019.

The Town anticipates that the timeframe for artist recruitment, concept design, construction, and installation to be as follows: artist recruitment phase - May 2019, design phase - June - July 2019, construction phase - August - September 2019, and the installation phase - September - October 2019. These timeframes are subject to change.

The Town will select an artist based on the evaluation criteria listed below and a possible interview process. The artist shall work closely with the Town of Marana Department of Economic Development for project coordination management. The selected artist will also work with a pre-determined group of Marana high School students and their instructor to implement

the design of this piece, per specifications set forth by PAG, other grantor requirements, or other limitations/requirements. The project budget shall not exceed \$100,000, including materials, installation, student stipends, artist stipends, and instructor stipends. The artist stipend will be \$25,000.

Once awarded, the project shall proceed as follows:

Design Phase

- The Artist will continue to work with Town staff to refine the Project proposal as needed. In addition, the Artist will be required to be available to meet with citizen groups to receive feedback on the design if necessary.
- At a to-be-determined date and time, the Artist will present the design proposal at a Marana Town Council meeting if necessary.

Fabrication and Installation Phase

- The Artist will be responsible for adhering to the budget, and for notifying the Town's Project Manager of any possible overruns or other issues.
- The Artist will be required to make site visits with the Project Manager to the proposed installation location and to Marana High School on an as-needed basis.
- The Artist will cause the artwork to be fabricated and installed in collaboration with the Project Manager and the Marana High School instructor and students. The foundation for the artwork will be constructed based upon the structural needs of the artwork, as determined by the Artist and the Project Manager.
- The Artist will be responsible for all aspects of the of the construction and installation of the artwork including but not limited to scheduling, traffic control, permits, and the protection of the existing concrete flatwork, curb, walls, landscaping, and pavement.
- The Artist shall inform the Project Manager as soon as fabrication begins and provide periodic updates on progress. Artist shall notify the Project Manager of any delays as soon as possible.
- The Artist shall make a public presentation when the artwork is dedicated if necessary. The purpose of the public presentation will be to inform the community about the Artist's process of development of public artwork.
- The Artist shall participate in a ceremony to dedicate the artwork, if requested. Artist shall be given the date of such a ceremony at least one month prior to the event.

Maintenance Protocol

- The Artist shall complete and submit a document titled "Maintenance Protocol: Artist Statement and Artwork Description, Medium and Technique, Production/Fabrication

- and Installation, Conservation Record” (the “Maintenance Protocol”) to the Town’s Project Manager.
- This Maintenance Protocol shall reasonably identify the media and techniques used to produce the artwork, provide details on how the artwork was fabricated and installed, and provide details on how the artwork should be maintained, including how graffiti is to be removed. The protocol shall specify the frequency of maintenance protocol application and the materials and labor required. The document will also identify how the artwork may be removed (uninstalled) if not integrated.
 - If agreed upon by both Parties, the Maintenance Protocol shall be signed and dated by the Parties and incorporated into and become a part of the Agreement between the Parties.

Evaluation Criteria

All artist statements of qualifications shall address the following evaluation criteria. The maximum points to be awarded will be 100 points, and the maximum points to be awarded for each factor in the evaluation process are set forth below. The selection of the best qualified artist shall be based upon these evaluation criteria.

- A. Experience and Qualifications of the Artist (40 points)**
1. Describe relevant experiences with projects similar in type and scope to this project.
 2. Qualifications and relevant technical experience
 3. Management and organizational capabilities
 4. Quality and cost control procedures
 5. Capacity to accept projects
 6. Describe experience working in collaboration with other groups such as Marana High School or other similar groups
- B. Method of Approach (30 points)**
1. Provide a detailed description of the approach the Artist will take to complete the project. Identify any project issues or concerns involved with the scope and discuss how you will address and mitigate these issues or concerns.
 2. Describe the project management methodologies and systems you intend to use to approach the scope that will ensure conformance to the schedule, fee budget and, quality assurance/quality control processes.
 3. Describe how you will manage the overall project to meet project constraints including budget, schedule, and installation of the art.
- C. Past performance on relevant projects (30 points)**
1. Provide a minimum of three local, non-Town of Marana references
 2. Cost Control



3. Timeliness
4. Business Relations (professionalism, focus on satisfaction, approach to change proposals and resolution or avoidance of disputes)

Selection Procedure

A selection committee made up of representatives of the Town of Marana and possibly other agencies will review and evaluate the submittals independently based on the evaluation criteria. Depending on the scores, the selection committee will either select and award to the best qualified artist without interviews or select to interview finalists.

If interviews are held, the criteria and scoring will be provided to the finalists two weeks prior to the interview process. The procedure and the scoring from the RFQ are not cumulative with this phase.

Upon completion of the selection process and the identification of the best qualified artist, the Town will enter into contract negotiations with the top-ranked artist. The form of contract will be the Sample Artist Services Agreement attached to this RFQ as Attachment A.

RFQ Signature Page

The artist must sign this Signature Page.

In the absence of any exceptions identified in the proposal, the artist will be bound to all of the terms and conditions outlined in the RFQ.

TO THE TOWN OF MARANA:

The undersigned represents that he or she:

1. Is duly authorized to make binding offers on behalf of the artist.
2. Has read and understands all information, terms, and conditions in the RFQ.
3. Has not engaged in any collusive actions with any other potential bidders for this RFQ.
4. Hereby certifies that the artist takes no exception(s) to any portion of the RFQ, including the terms of the Sample Artist Services Agreement, unless an exception(s) is specifically noted in the proposal.
5. **Hereby acknowledges and expressly gives consent for the Town of Marana to use submitted artwork design proposals in the Town's grant applications without remuneration to the artist.**

For Clarification of this Offer contact:

Artist Name

Name

Address

Title

City State ZIP

Phone

Signature of Person Authorized to Sign/Date

Fax

Printed Name

Email

Title

Attachment A
SAMPLE ARTIST SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and [^INSERT NAME] (the “Artist”), for the purpose of designing and supervising fabrication and installation of public artwork for the Town. The Town and the Artist are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

ARTICLE 1. SCOPE OF SERVICES

1.01. In [^insert date], the Town issued a Call for Artists/Request for Qualifications for Public Art Design: [^project name] (the “[^project name RFQ]”) for the purpose of selecting an artist to design and supervise fabrication and installation of public artwork for [^brief description of project] (the “Project”). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The [^project name] RFQ, and Addendum No. 1 and Addendum No. 2 [^revise as necessary] to the [^project name] RFQ, which are together attached as **Exhibit A** to this Agreement.

1.01.02. The Artist’s [^insert date] proposal in response to the [^project name] RFQ, attached as **Exhibit B** to this Agreement (the “Artist’s Proposal”).

1.02. [^Describe any grant requirements, for example:] The Town has received grant funding for the Project through the Pima Association of Governments’ (PAG) Transportation Art by Youth (TABY) Program. As a condition of the grant, the Town is coordinating with Marana High School to employ several students and an instructor for fabrication of the Project. The Artist will be responsible for overseeing all aspects of the Project, including supervision of the students’ work, budget, and Project timeline.

ARTICLE 2. TERM

2.01. This Agreement shall be effective as of the last Party’s signature date below and shall remain in effect until [^insert date], unless sooner terminated as set forth in Article 9 below.

2.02. The Artist shall proceed according to the following schedule; however, the Parties understand and acknowledge that the schedule is approximate and that reasonable revisions to the schedule may be necessary. The Artist further understands that the Town reserves the right to make revisions to the schedule if needed. Any revisions to the schedule shall be in writing and shall be signed by the Parties as a formal amendment to this Agreement.

2.02.01. Artwork design: [^insert dates]

2.02.02. Artwork fabrication and installation: [^insert dates]

2.03. The Town, at its sole discretion, acting through its Finance Director, may extend this Agreement on the same terms as set forth in this Agreement, by executing a written amendment setting forth the extension term and signed by the Finance Director and the Artist. The Agreement may only be extended in order to complete the work and services described in Article 1 (Scope of Services).

ARTICLE 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Artist shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Artist.

3.02. The Artist shall report to and coordinate duties with [^insert name and title] (the "Project Manager").

3.03. Under the direction of and in coordination with the Project Manager, the Artist shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Project Manager deems necessary to complete the services described in Article 1 (Scope of Services) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA

Attention: [^insert name and title of Project Manager]

Address: 11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA

Attn: Finance Director

11555 W. Civic Center Drive
Marana, Arizona 85653

Artist: [^INSERT NAME]

Address: [^insert address]

ARTICLE 4. OWNERSHIP

4.01. Title of the final artwork shall pass to the Town upon final acceptance and final payment to the Artist. Artist shall retain ownership of all design drawings or models for the artwork.

4.02. Notwithstanding the provisions of Article 6 below, the Artist understands and agrees that the Town may use, reuse, give, or sell, without restriction or further compensation to Artist, the final artwork specified herein.

ARTICLE 5. WARRANTY

The Artist warrants the following:

5.01. The artwork shall be the original product of the Artist's own creative efforts.

5.02. Upon delivery, the artwork shall be free and clear of all liens and claims arising from any source whatsoever.

5.03. The artwork shall be unique and will not be physically reproduced in its entirety for installation elsewhere unless mutually agreed upon in writing by the Town and the Artist.

ARTICLE 6. COPYRIGHT

6.01. The Parties agree that Artist is the sole holder of any and all copyrights in and to the artwork. Artist reserves every right provided to the Artist under common law or federal copyright law. This Agreement shall be enforced under the laws of the State of Arizona and the Copyright Act of 1976, including 17 U.S.C. §§ 106 and 113, *et seq.*, as amended by the Visual Rights Act of 1990, and any successor act, except as those rights are limited by this Agreement. The copyrights referred to herein include the rights to (a) reproduce or copy the artwork by any means including but not limited to electronic or mechanical methods, photographic methods, photocopying, facsimile transmission, film and video recording, scanning, and methods not yet invented; (b) prepare derivative works based on the artwork; (c) distribute copies of the artwork to the public by sale or other ownership transfer; and (d) display the artwork publicly.

6.02. All reproductions of the artwork by the Town shall contain a credit to the Artist and a copyright notice substantially in the following form: "Collection of the Town of Marana, Copyright (©), [the Artist's name], [year artwork completed]." All such credits shall be written and placed in compliance with U.S. copyright laws.

6.03. The Town and its agents understand that the artwork is the unique creation of Artist and that the Town will not physically duplicate the artwork or authorize its duplication for installation elsewhere unless mutually agreed upon in writing by the Town and the Artist. If the artwork is duplicated for use by the Town, satisfactory compensation will be negotiated for that use with the Artist.

6.04. The Artist grants the Town non-exclusive rights to display the artwork, and two-dimensional reproductions of the artwork, and to loan such reproductions to others or institutions with authority to display it publicly. The Town's rights are limited solely to non-commercial uses.

6.05. The Artist may use, reuse, give, or sell, without restriction or compensation to the Town, any creation created by Artist while performing the services required by this Agreement.

6.06. Details or derivative portions of the artwork specified herein may be reproduced, publicly displayed, graphically reproduced, and/or sold by Artist without further compensation to the Town.

6.07. If an opportunity should arise for commercial use of the artwork, the Town will make a reasonable effort – by use of telephone and e-mail – to contact the Artist and the Artist’s designated representatives. Artist agrees that Artist shall keep Artist’s contact information current with the Town.

ARTICLE 7. RIGHTS OF INTEGRITY AND ATTRIBUTION

7.01. The Artist shall have rights of integrity and attribution in the artwork, including, but not limited to, the rights to: (a) claim authorship of the artwork; (b) prevent use of Artist’s name as the author of the artwork if it is distorted, mutilated, or modified; and (c) prevent any distortion or modification of the artwork. This Agreement shall be enforced under 17 U.S.C. §§ 106 and 113, as amended by the Visual Rights Act of 1990.

ARTICLE 8. INVOICES AND PAYMENT

8.01. In consideration of the performance of the services described in this Agreement, the Town shall pay the Artist \$25,000.00 which shall constitute full and complete payment for all services required and rendered for design, fabrication and installation of the artwork as described in Article 1 (Scope of Services), above.

8.02. The Town will pay the Artist according to the following schedule:

8.02.01. Upon execution of this Agreement, the Town shall issue a Purchase Order to the Artist. Upon receipt of the Purchase Order, the Artist may submit an invoice for 25% of the total Project budget, for design services.

8.02.02. Upon completion of the artwork and when artwork is ready for installation, Artist may submit an invoice for payment of 25% of the total Project budget, for artwork fabrication.

8.02.03. Upon installation of the artwork, Artist may submit an invoice for payment of 50% of the total Project budget, for completion of the Project.

8.03. The Town shall retain 10% of the amount due under each invoice as guarantee of full performance. The Town shall pay to the Artist the retained 10% fee following installation and after the Artist has submitted to the Town of Marana an approved Maintenance Protocol for the artwork. The Artist must submit an invoice for this final payment of the retained fee.

8.04. Each invoice submitted by the Artist shall include:

8.04.01. The days when the work and services were performed, where applicable.

8.04.02. Percent of completion of the work and services and the milestones or goals achieved pursuant to this Agreement, where applicable.

8.04.03. Reference to Town tracking numbers, including Purchase Order number, authorizing payment for the work and services addressed by the invoice.

8.05. The Artist shall be liable for all taxes applicable to the proceeds received by the Artist under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

8.06. Except as otherwise set forth in this Article, the Town shall pay the Artist within 30 days after the Project Manager approves the Artist's invoice or any portion of it.

ARTICLE 9. TERMINATION AND BREACH

9.01. The Artist may terminate this Agreement upon not less than 15 days' written notice to the Project Manager and the Finance Director if the Town fails to perform its obligations under this Agreement through no fault of the Artist.

9.02. The Town may terminate this Agreement with or without cause upon 15 days' written notice to the Artist.

9.03. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

9.04. Upon termination, the Town shall have no further obligation to the Artist, other than for payment of acceptable services rendered prior to termination.

9.05. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE 10. INDEMNIFICATION

10.01. The Artist agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Artist's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

10.02. The indemnification provisions set forth in this Article shall survive termination of this Agreement.

ARTICLE 11. INSURANCE

11.01. Except as otherwise provided in this Article, the Artist shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

11.02. The Artist shall deliver one or more certificates of insurance evidencing coverage as described in this Article to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Artist shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Project Manager.

11.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 11.01 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Artist. The Artist shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 11.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

11.04. All policies required pursuant to this Article shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of the Artist's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

11.05. The certificate(s) shall also stipulate that the insurance afforded the Artist shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Artist. Coverage provided by the Artist shall be primary insurance with respect to all other available sources.

11.06. Notwithstanding the requirements set forth in section 11.01 above, if Artist is a sole proprietor without employees, Artist is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that Artist executes the following waiver:

By signing below this paragraph, Artist hereby confirms, for purposes of addressing workers' compensation coverage that Artist is a sole proprietor, doing business as [insert name] and performing work as an independent contractor for the Town. Artist acknowledges that Artist is not the employee of the Town for workers' compensation purposes, and, therefore, Artist is not entitled to workers' compensation benefits from the Town. Artist understands that if Artist has any employees working for Artist, Artist must maintain workers' compensation insurance on them.

Sole proprietor

Date

Town's insurance carrier

Date

11.07. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

11.08. The Artist shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Artist shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona and 17 U.S.C. §§ 106 and 113, as amended by the Visual Rights Act of 1990

12.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

12.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

12.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

12.05. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Artist without the express written consent of the Finance Director.

12.06. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

12.07. The Artist shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

12.08. The Artist warrants that he will at all times comply with all federal immigration laws and regulations that relate to his employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Artist acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

12.09. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

12.10. The Artist shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Americans with Disabilities Act, Occupational Safety and Health Act, and all other applicable laws. The Artist shall defend, hold harmless and indemnify the Town, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

12.11. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

12.12. The Artist certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

[SIGNATURE BLOCK FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":

THE TOWN OF MARANA,
an Arizona municipal corporation

Yiannis Kalaitzidis
Finance and Purchasing Director

Date

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Deputy Town Attorney

The "Artist":

[^INSERT NAME]

[^insert name]

Date

Federal I.D.#: _____

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018
by [^insert name].

(Seal)

Notary Public

LIST OF EXHIBITS

Exhibit A: The [^project name] RFQ

Exhibit B: The Artist's SOQ in response to the [^project name] RFQ