



SAACA PUBLIC ART ADMINISTRATION AGREEMENT

SCOPE OF SERVICES – EXHIBIT A

SCOPE OF SERVICES PROVIDED TO THE DEVELOPER

The Southern Arizona Arts and Cultural Alliance adheres to the adopted Americans for the Arts Public Art Network Best Practice Goals and Guidelines for all Oro Valley Commercial Public Art contracts administered through the organization. Below are the services provided to the management of the project, when contracting with a developer.

STEP 1 – Project Identification. Working with the developer to better understand the Town of Oro Valley’s three step certification process and requirement, interpretation of the Oro Valley Public Art Code (allowable art, qualifications, functional art, etc) as well as definition of a selected group or committee to select the artwork (identify key players from the developer and business and/or and key decision makers in the process) to develop a public art theme, concept, and final choice of project and/or artist.

STEP 2 – Developing and posting a local and national Call for Artist. Working with the developer to establish and write a relevant Call for Artist. In this step of the process SAACA will conduct several focus groups and onsite meetings to establish initial concepts, artwork locations, theme, medium and genre range for the project. A Call for Artist typically takes approximately 1-2 months to develop to ensure the most positioned direction for the project in order to educate artists and arts administrators on the project. The developer may require a Request for Qualifications (RFQ) or a Request for Proposals (RFP), based on project needs. **Development and dissemination of RFP and RFQ.** The Southern Arizona Arts and Cultural Alliance suggests the developer a 30-90 day public artist application process, which allows for artists from around the region to apply fairly and appropriately to each individual CALL FOR ARTIST.

STEP 3- Information and Call for Artist Education SAACA serves as the information and education source on all questions or education for artists interested in applying for the project as well as the collector of all project applications.

STEP 4 - Artist Selection, Jury and Design Reviews. The selection of an artist for a public art project requires both curatorial expertise and sound judgment regarding the ability to sustain positive and open interactions among artist, agency, constituent interests, and the public. SAACA walks the developer through the selection and refinement of the final chosen project(s). SAACA notifies all project applicants on all decisions relating to the Public Art Project.

STEP 5 – Artist Contracting and Project Development. SAACA works with the selected artists to; assume Intellectual Property and copyright of all artwork; aid developer and/or business in the contracting of a final agreement with the artist which includes art copyrights, maintenance, original artwork clause, payment schedule, guarantee of receivables, contracted art limitations, insurance requirements as well as indemnification and scope of work; mitigate contractual issues that may arise through the fabrication of art process.

STEP 6 – Town of Oro Valley Conceptual and Final Stage Approvals.

Work with the developer, landscape architect, lighting representative, project engineers, construction and building architect to ensure that the project meets all project goals and approvals. Collect all submission materials from responsible parties, to ensure timing is appropriate to all necessary Oro Valley permits. Aid in process from search to implementation with any needed permits, structural engineering or any additional Southern Arizona Arts and Cultural Alliance based issues that may arise. Aid in processing the proposal through all three stages of the Town of Oro Valley Public Art Review Process, including acting as the Town of Oro Valley liaison for any questions or issues that may arise through the Public Art Review process, delivering and processing all necessary documents (for stages 1-3) to the Town of Oro Valley.

STEP 7 – Community Education. At the conclusion of the project, SAACA will release local and national press releases with images of the project, as well as provide a developer with a post-project evaluation of the public art process and final product.

Southern Arizona Arts & Cultural Alliance
Kate Marquez, Executive Director

Date

Developer Representative

Date



PUBLIC ART ADMINISTRATION AGREEMENT

Please sign both pages and return to the Southern Arizona Arts & Cultural Alliance
7225 N Oracle Rd, Suite 112, Tucson, AZ 85704

Organization Name: _____

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email(s): _____

Organization Address: _____

City: _____

State: _____

Zip: _____

Project Site Address: _____

Closest Intersection: _____

Project Groundbreaking Date (tentative): _____

Project Completion Date (tentative): _____

Architect/Contractor Name: _____

Phone: _____

Fax: _____

Email: _____

Project Construction Budget
Public Art Budget (1% of Line A)
SAACA Fee (7% of Line B)

A. _____

B. _____

C. _____

Payment 1 (75%) of (C.) \$ _____ (due four weeks after agreement signed)

Payment 2 (25%) of (C.) \$ _____ (due after conceptual stage approval from Town of Oro Valley)

The Southern Arizona Arts & Cultural Alliance (SAACA) will provide services as provided in Attachment A. In exchange for these services, SAACA shall receive 7% of the Public Art Budget (see Line C) according to the schedule indicated above. Project fee for SAACA must be a minimum of \$1,500. If the 7% of the public art budget does not meet the minimum of \$1,500, the developer must meet the minimum \$1,500 contract fee.

Southern Arizona Arts and Cultural Alliance shall perform all Work identified in the Scope of Services (Exhibit A) and this Agreement, inclusive of Exhibits. The parties agree that the Scope of Services identifies Southern Arizona Arts and Cultural Alliance's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Southern Arizona Arts and Cultural Alliance impractical, illogical, or unconscionable.

Prior to beginning the performance of the services under this Agreement, Southern Arizona Arts and Cultural Alliance must receive a written Notice to Proceed from the developer.

Southern Arizona Arts and Cultural Alliance shall provide benchmark summary reports and/or deliverables to the developer in a manner acceptable to the developer and the Southern Arizona Arts and Cultural Alliance.

Any change to the Scope of Services shall be accomplished only by a written amendment signed by the parties. If Southern Arizona Arts and Cultural Alliance determine that a proposed change will require a change in the costs or the schedule, Southern Arizona Arts and Cultural Alliance shall advise Developer in writing within ten (10) calendar days of such

determination. Southern Arizona Arts and Cultural Alliance shall furnish the Developer with an itemized estimate of any adjustments to the costs or the schedule resulting from the proposed change. Southern Arizona Arts and Cultural Alliance must receive the written approval of the developer prior to Southern Arizona Arts and Cultural Alliance taking any action on a proposed change. During negotiations for a proposed change, Southern Arizona Arts and Cultural Alliance shall continue performance of this Agreement other than the terms and conditions to be addressed in the proposed change amendment, unless otherwise directed by Developer.

TERM AND TIME OF PERFORMANCE

Term. This Agreement shall become effective upon execution by the parties (the "Effective Date") and shall end upon final Oro Valley Public Art Submission subject to earlier termination as provided herein. The Developer is authorized to execute amendment(s) with Southern Arizona Arts and Cultural Alliance to extend the term of this Agreement.

Delay. Southern Arizona Arts and Cultural Alliance shall notify Developer in writing whenever a delay is anticipated or experienced and set forth all facts and details related to the delay. The developer may grant Southern Arizona Arts and Cultural Alliance an extension of time if the developer deems it appropriate.

Extensions. Any extension of time shall be granted by both parties in writing and signed by Southern Arizona Arts and Cultural Alliance and the developer.

Time is of the Essence. Time is of the essence for all performance required under this Agreement.

COMPENSATION

Developer agrees to pay Southern Arizona Arts and Cultural Alliance a maximum not-to-exceed 7% of the gross Public Art Budget pursuant to the terms of this Agreement. If at the completion of construction, the budget increases above the agreed upon permit valuation (with a deviation of 10% or more) the additional amount of the total 7% administration fee will be paid to SAACA. This amount is the maximum amount payable and constitutes a limitation upon Developer's obligation to compensate Southern Arizona Arts and Cultural Alliance for Southern Arizona Arts and Cultural Alliance's services and expenses related to this Agreement. All payment shall be made only for work actually performed and completed pursuant to this Agreement and in accordance with the Payment Schedule set forth above, which amount shall be accepted by Southern Arizona Arts and Cultural Alliance as full compensation for all such work. These maximum amounts do not constitute a limitation of any sort upon Southern Arizona Arts and Cultural Alliance's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Southern Arizona Arts and Cultural Alliance shall not be reimbursed for any expenses it incurs under this Agreement.

Notwithstanding any provision of this Agreement to the contrary, Developer may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Artwork that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by Southern Arizona Arts and Cultural Alliance. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the developer, payment may be made to Southern Arizona Arts and Cultural Alliance. The amount withheld pursuant to this provision shall not be subject to payment of interest by Developer.

METHOD OF BILLING AND PAYMENT

Southern Arizona Arts and Cultural Alliance may submit invoices only for goods and services that have been completed and in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed.

Southern Arizona Arts & Cultural Alliance
Kate Marquez, Executive Director

Date

Name/Signature

Date

Title