



Keizer Public Arts Commission Meeting Agenda
Tuesday, October 23, 2018
Keizer Civic Center ~ Council Chambers

1. Call to Order
2. Approval of Minutes: September 2018
3. Appearance of Interested Citizens
4. Gallery Display Schedule
2018
 - *November-December-January: Quilters – Committee approval needed***2019**
 - *February-March: Joel Nickel*
 - *April-May: SKEF*
 - *June-July*
5. Keizer Cultural History Pole Project – Motion needed: *Committee moves to reject the proposal from Oregon Chainsaw Sculptures LLC because it is non-responsive.*
6. Student/Emerging Artist
 - a. Response from KAA (Lore Christopher)
 - b. Response from Linda Hornbeck (Kim Steen)
7. Other Business: **TWO vacancies on committee. Please recruit!**
8. Staff Liaison Report
9. Student Liaison Report
10. Adjourn

Next Meeting: November 6, 2018

Americans with Disabilities Act (ADA) Notice

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible; if you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at davist@keizer.org or phone at 503-390-3700 or 503-856-3412.



**PUBLIC ARTS COMMISSION
MEETING MINUTES
Tuesday, September 25, 2018 @ 6:00 p.m.
Keizer Civic Center**

CALL TO ORDER: Meeting was called to order by Chair Beth Melendy at 6:04 p.m.
Roll call was taken as follows:

Commissioners Present:

Beth Melendy, Chair
Kim Steen, Vice Chair
Lore Christopher
Maritza Gonzalez
Amy Ryan, Councilor (6: 10)

Absent:

Two positions vacant

Staff Present:

Nate Brown, Community Development Director
Debbie Lockhart, Deputy City Recorder

APPROVAL OF MINUTES: Beth Melendy moved to approve the May 2018 Minutes. Lore Christopher seconded. Motion passed as follows: Melendy, Steen, Gonzalez and Christopher in favor with Ryan absent at time of vote and two positions vacant.

APPEARANCE OF INTERESTED CITIZENS: None

GALLERY DISPLAY SCHEDULE: Commissioners reviewed artwork submitted by the Colored Pencil Society. Lore Christopher moved to approve the artwork. Kim Steen seconded. Motion passed as follows: Melendy, Steen, Gonzalez, Ryan and Christopher in favor with two positions vacant.

KEIZER CULTURAL HISTORY POLE PROJECT: Community Development Director Nate Brown announced that a letter had been received from 3-D Chainsaw Artists indicating that they found the requirements in the Request for Proposals unacceptable and would therefore not be submitting a proposal. Lore Christopher explained that there is \$10,000 available (\$5,000 from the Chamber Foundation and \$5,000 from Oregon Cultural Trust) for the story poles. Once the cost of carving is determined, fundraising can take place if necessary. Another option would be to carve only one to start with.

STUDENT/EMERGING ARTIST SOLICITATION: Lore Christopher indicated that Keizer Art Association is interested in displaying artwork. She volunteered to follow up with them. Kim Steen noted that Linda Hornbeck might be interested in displaying her work. She volunteered to follow up with her.

OTHER BUSINESS: Holiday Art Contest: Commissioners agreed on the following:
Staff will update the announcement and submittal form with appropriate dates, post on the City website and Facebook page, share with Keizertimes, and send announcement

and submittal form to area school teachers/principals and to Commissioners so that they can post them on their Facebook page. Lore Christopher will share the information with Keizer Art Association; Amy Ryan will share with Salem-Keizer Education Foundation. Submissions must be received by October 31; winner will be chosen at the November meeting (which was moved to November 6); winner will be announced on November 9; artwork will be displayed from December 3 through January 7 and can be picked up by the artists after January 11.

STAFF REPORT: None

YOUTH LIAISON REPORT: Sydney Snapp was not in attendance.

ADJOURN: The meeting adjourned at 6:40 p.m.

Next Meeting: October 23, 2018

Minutes approved: _____





















8/17/18 1:43 PM
2576
Oregon State Fair
Department Quilting
Division 444 - 444-Small Quilts
Class 444 - Mixed Techniques - Machine Quilt
Entry Number 2576
WEN F08213
Exhibitor Debra Yeska
Levels - Quilting



#2

Debra Yeska

Salem

Description: Pieced quilt with on

Level: Experienced

Machine Quilted Type: Domestic

Quilted By: Debra Yeska

Class: Mixed Techniques - Machi

SECOND PLACE
QUILTING



OREGON
STATE
FAIR
SALEM

This quilt was started in a
class taught by Pam Boeko on
02-03-18. It was finished on 05-19-18.
I used King Tut thread for the
quilting and fell in love with it!!













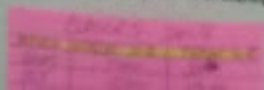








LET CLASSES - Learn an interesting technique on each small piece
offered 2x a month - a die class and an evening class. Ask about







KEIZER CITY ATTORNEY
M E M O R A N D U M

TO: KEIZER PUBLIC ART COMMISSION

FROM: E. SHANNON JOHNSON
CITY ATTORNEY

SUBJECT: **REQUEST FOR PROPOSALS FOR KEIZER CULTURAL HISTORY
POLES**

DATE: OCTOBER 18, 2018

The City issued a Request for Proposal (RFP) for Keizer Cultural History Poles (see attached). That RFP indicated that the members of the Keizer Public Arts Commission be the selection committee. The City also issued an Addendum to the RFP (see attached). The date for receiving responses has concluded. Oregon Chainsaw Sculptures LLC submitted the only proposal (see attached). Oregon Chainsaw Sculptures LLC also submitted a Maquette which is available for viewing in the City Recorder's area. It appears that the proposal from Oregon Chainsaw Sculptures LLC is non-responsive with regard to the following items:

1. The proposer did not propose a budget for the existing two poles; instead, a proposal for purchased poles was provided.
2. The proposer did not provide a letter of interest.
3. The proposer did not provide a resume.
4. The proposer did not submitted references with the proposal; the references were submitted after the deadline and therefore cannot be considered.
5. The work samples were provided by photograph. The RFP indicates CD or DVD.
6. The proposal was not in a sealed envelope.
7. The proposer did not sign and return the addendum.

Though some of these items are relatively minor and could be accepted, item number one cannot be ignored because it did not comply with a major request, namely that the existing trees be used. It is possible that another artist would have submitted a proposal if they knew we would accept carving logs offsite. Therefore, it would be unfair to other artists to accept this proposal.

The City Attorney's office recommends that the committee reject the proposal because it is non-responsive. Since KPAC is the selection committee, it would be appropriate to adopt a motion to that effect at this meeting.

It is not appropriate to discuss this matter outside the public meeting process with members of the committee or anyone else.

Let me know if you have questions at JohnsonS@Keizer.org or 503-508-1447. Thank you.

ESJ/tmh

enclosures

C: Nate Brown



Requests for Proposals (RFP) for Keizer Cultural History Poles Call for Artists Public Art Installation

The Project

The **City of Keizer** is seeking an artist who specializes in pole carving to create site-specific original artwork. The artist will carve a maximum of two cultural history poles approximately 2' at the base and 20-25' tall. Artist must be knowledgeable in pole carving and experienced with carving animals, birds, humans and agriculture. On completion, the Cultural History Poles must be wood sealed and/or painted. The "Cultural History Poles" are located at 930 Chemawa Rd. N, Keizer, OR. The City may contract for only one pole or both poles depending on the budgetary process.

The art will be at the Keizer Community Center located at 930 Chemawa Rd., a major arterial and entry to the city. The vision for this project is for a signature art work of exceptional quality and enduring value that is located in a prominent public space. This site-specific art work should demonstrate artistic excellence by:

- Enhancing the front of the community center building, (north facing towards Chemawa Rd. with a distinctive 360-degree aesthetic experience both highly visible and welcoming to pedestrians and bicyclists on both sides of Chemawa Rd., as well as, those traveling by vehicles.
- Highlighting the importance of the site as a civic facility, and providing a recognizable identity for the community center and the city with images unique to Keizer that were gathered by multiple community outreach meetings. See attached list.
- Being an original art piece appropriate for outdoor installation that is able to reasonably withstand severe weather, vandalism, graffiti etc. and be adequately and safely displayed and secured.
- Considering ground space limitations. Site constraints will require the selected artist to consider the site's limitations and the art element placement. The design of the artwork may be either freestanding or may connect both standing poles and may include additional carved pieces adjacent to the cultural history poles.
- Creating a signature presence for the building.
- Providing excitement and artistic interest for the community as a whole.
- Celebrating Keizer's identity and rich heritage.
- Reflecting the draft images adopted by the City Council prior to the issuance of the Contract.
- Adding to the current public art in Keizer.

Information about the Site and Immediate Surroundings

The Keizer Community Center is situated on a flat lot on Chemawa Rd. located between Bailey Road NE and Rickman Road NE, Keizer, Oregon. The existing poles are native to the site and have been prepared and preserved since their initial cutting approximately 10 years ago. Chemawa Road is a two-lane major arterial street, with a landscaped intermittent median strip. Chemawa Road links the Keizer Station district to the River Road district and provides access to I-5. The wider surrounding neighborhood is primarily single family residential.

Eligibility

Only professional artists with reviewable portfolios are eligible to apply.

The Commissioned Artist will work with the community, the Public Art Commission and City staff to create a site-specific, durable piece for this outdoor installation. Applicants should have experience working within the public process, in public settings, as well as a proven ability to fabricate their own work or to work with fabricators and installers. The artwork for this site must reflect the Project Intent as described herein.

Instructions to Proposers

Artists interested in this project must prepare and submit the following required information:

- **Proposed Artwork Concept for the Keizer Cultural History Poles.** This proposal shall include conceptual design drawings, sketches and/or maquette, sufficient to communicate the artist concept.
- **Proposed Budget.** Please submit your proposed budget and describe the specifications for the artwork related to materials, size, weight, installation requirements and maintenance guidelines. The artist should prepare a budget and specifications for one pole and for both poles. The budget should include all aspects of the project from the beginning to the end.
- **Letter of Interest,** no more than one page in length, which explains your interest in the project. Please include your name and contact information.
- **Artist's Statement,** no more than 200 words in length, describing your work.
- **Current Resume.** If submitting as a team, an individual resume should be submitted for each team member.
- **References.** A list of at least two references familiar with your work and working methods. The list must include complete addresses and telephone numbers.
- **Public References.** A reference from the public sector who is familiar with your experience working in public settings.
- **Work samples** on CD or DVD of your work. Artists applying as a team should submit work samples of each individual artist's work. All work samples must be submitted in either of the two following formats:

- a. A maximum of five digital images saved on portable electronic media.
- b. Video(s) on a standard NTSC formatted DVD that plays in a DVD player. Video should be no more than ten (10) minutes in length. Clearly mark the outside of the DVD with your name and title(s) of the work(s).

Do not submit original work.

Optional: Each artist may include up to three selections of support materials such as reviews, news articles, web links and other related information.

Responses must be received by 3:00 pm on October 17, 2018.

All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP-Cultural History Poles."

All proposals shall be sent to:

City of Keizer
c/o Debbie Lockhart
930 Chemawa Road N
PO Box 21000
Keizer, Oregon 97307

Proposals must be delivered to City by the above date. Faxed or electronic proposals WILL NOT be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal.

EXCEPT FOR MAQUETTES, SUBMISSIONS WILL NOT BE RETURNED.

Final Artist Selection

A selection committee comprised of the members of the Keizer Public Arts Commission (KPAC) will review the submittals received by the time and date set for receipt of proposals. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members.

Criteria for Selection:

- Responsiveness of the written proposal to the purpose and scope of service, completeness, and clarity of all required information provided by proposer that will demonstrate the quality of services.
- A body of work reflecting artistic excellence.
- Experience working in public settings.
- Experience fabricating and installing permanent artwork suitable for the outdoor environment.
- Work reflecting diversity.
- References provided as part of this application which will be contacted prior to final selection.
- Proposed Budget.

Some of the criteria may be weighted more than others.

Terms and Conditions

- A. The successful proposer will be required to sign a Contract in substantially the form attached hereto as Exhibit "A".
- B. The Contract shall begin upon signature of all parties and will terminate on September 30, 2019.
- C. Keizer reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- D. Keizer reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Keizer reserves the right to award the contract to the next most qualified proposer, if the successful proposer does not execute a contract within ten (10) days after City requests proposer to sign the Contract.
- F. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days following the date and time set above for opening of the proposals.
- G. Successful proposer must be able to provide Insurance documents upon execution of the contract. The insurance amounts are set forth herein. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$1,000,000. Successful proposer must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured. Successful proposer must keep the insurance policies effective throughout the entire term of the contract. Successful proposer must provide a copy of your workers compensation insurance coverage in an amount required by state law.
- H. The project shall be performed in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, EEO, and OSHA requirements. If the project requires work in the traffic flow, successful proposer must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Successful proposer and all personnel must wear safety vests at all times and use safety cones as required.
- I. Keizer shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to the RFP.
- J. This project may be separated into one pole carving at a time, if necessary due to delayed funding.
- K. Work purchased shall be the property of the City. The City intends that the work will remain accessible to public viewing for as long as the City owns the work. City retains the right to transfer work from one City-owned site to another, as it deems necessary.

L. All copyright, reproduction and resale rights of proposer shall be released by proposer and transferred to City. Proposer shall release or waive all rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990.

M. City intends to acknowledge proposer, but intends to have the sole right to purposefully destroy, damage, alter, modify or otherwise change the work. Proposer will have the right to request that the work no longer be represented to be work of the proposer.

If you have any questions or need any additional information, please call Debbie Lockhart at (503) 390-3700 or email her at lockhartd@keizer.org



CULTURAL HISTORY POLE IDEAS

Old School Bell

River/Rapids

McNary Celtic

Representation of Keizer Schools

Canoe

Fisherman

Fish

Coyote

Parade

Cows

Baseball

Soccer

Hops

Filbert

Mint

Green Beans

Strawberries

Blueberries

Iris

Trees

Blake's Log House

Wallace House

Thomas Dove Keizur

Tree Lighting

Pride, Spirit & Volunteerism

Mountains

Police/Fire

Music/Amphitheater

Parks

Eagle

Osprey

Keizer Flag

Big Toy

Geese

Depiction of people working together, boosting each other, helping each other

Professional Services Agreement

FOR ARTIST SERVICES FOR CARVING OF KEIZER CULTURAL HISTORY POLES LOCATED AT THE NORTH ENTRANCE OF THE KEIZER CIVIC CENTER

This agreement, is made by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Artist") on _____, 2018.

WHEREAS, the City has authorized the carving of two Keizer Cultural History Poles located at the north entrance of the Keizer Civic Center (hereinafter referred to as "History Poles");

WHEREAS, the funds have been allocated for the selection and carving of History Poles located at the North entrance of the Keizer Civic Center, 930 Chemawa Rd. NE;

WHEREAS, the Artist was selected by the Keizer Public Arts Commission (hereinafter referred to as "KPAC") and approved by the City through established procedures;

WHEREAS, the Artist is able and desirous of performing such services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** The Artist agrees to design and carve two History Poles in accordance with the issued Request For Proposal (Exhibit A) and the following specifications:
 - a. Prepare concept drawing suitable for City Council adoption.
 - b. Prepare a maquette for City approval. KPAC will review and accept the maquette before the Artist proceeds.
 - c. Carve two History Poles approximately 2' at the base and 20-25' tall that is able to reasonably withstand severe weather, vandalism, and graffiti. Artist shall be responsible for all costs and expenses of the project including, but not limited to supplies, equipment, ground preparation and cleanup.
 - d. Wood seal and/or paint the History Poles.
 - e. Provide bi-weekly updates on the progress of the project. The updates will be made through email to Nate Brown at BrownN@Keizer.org and Debbie Lockhart at LockhartD@Keizer.org.
2. **CITY'S RESPONSIBILITIES.** The City shall provide the following services:
 - a. Ensure swift and timely handling and payment of all invoiced work provided by the Artist pursuant to Section 5.
 - b. Facilitate in any other fashion which is reasonable in order for the Artist to carry out the terms of the Agreement.
 - c. Handle all facets of fundraising and financial matters necessary for the project.

3. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed with design phase by the City and shall proceed to completion.
4. TIME FOR PERFORMANCE. The work shall be completed on or before September 30, 2019. Time is of the essence in this Agreement.
5. PAYMENT. The Artist shall receive total payment in the amount of _____ Dollars (\$_____) to be paid as follows:
 - a. One-third upon execution of this Agreement
 - b. One-third midway through the construction
 - c. One-third upon completion and acceptance by the City

The total payment is the maximum the City shall pay for all aspects of the project and Artist shall be responsible for all costs and expenses pursuant to Section 1(c).

6. OWNERSHIP OF WORK/COPYRIGHT

- a. Ownership. The History Poles and the maquette created under this agreement shall be the property of the City.
 - b. Copyright. The Artist hereby releases all copyright, reproduction and resale rights of Art and transfers such rights to City. The Artist waives all photographic reproduction rights and other rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990. City agrees that every reasonable attempt will be made to acknowledge the Artist's authorship of the work. Artist has the right to request that the work no longer be represented to be work of the Artist.
 - c. Marketing of Image. Artist agrees and understands that City may market and sell photographic and other images of the art and/or maquette with no additional compensation to be paid to Artist. Artist may use photographic images of Art for advertising or marketing purposes, but shall not sell such images.
 - d. Accessible to Public Viewing. City intends that the work will remain accessible to public viewing for as long as the City owns the History Poles. City retains the right to transfer work from one City-owned site to another, as it deems necessary. City also retains the right to remove and/or destroy the History Poles as it deems necessary in its sole discretion.
7. GUARANTEE. The Artist does hereby guarantee that said work shall be free from any and all defects of any kind and nature in workmanship, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the artist is given written notice by the City within five years

from the date of completion. The Artist will not be responsible for damage resulting from fire, vandalism or acts of God.

8. **ORIGINAL WORK.** The Artist warrants that this work designed under this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be accepted for sale or installed elsewhere.
9. **LIABILITY.** The Artist shall save and defend the City and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done during the term of this Agreement, and further waives any rights against the City of Keizer for any and all injuries or damages alleged to have arisen during the term of this Agreement.
10. **INSURANCE.** The Artist, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect insurance in the amounts are set forth herein. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$1,000,000. Artist must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured within ten (10) days of signing this Agreement and prior to any work being performed under the Agreement. Artist must keep the insurance policies effective throughout the entire term of the Agreement. Artist must also provide a copy of Artist's workers compensation insurance coverage in an amount required by state law, if applicable.
11. **COMPLIANCE WITH LAWS.** The Artist shall perform the project in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, EEO, and OSHA requirements. Artist shall also comply with all applicable laws, ordinances, and codes of the City of Keizer. If the project requires work in the traffic flow, Artist must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Artist and any personnel must wear safety vests at all times and use safety cones as required.
12. **SUBCONTRACTING AND ASSIGNMENT.** If any part of the project is to be done through the use of subcontractors, the City must first approve the use of any subcontractor in writing. The Artist shall not assign this Agreement without the written consent of the City, which may be withheld in the City's sole discretion.
13. **CHANGES.** All changes to this Agreement shall require a written agreement signed by all parties prior to any change.

14. **TERMINATION.** In the event this Agreement is terminated by the City, through no fault of the Artist, the Artist is entitled to out-of-pocket expenditures associated with the Agreement up until the date of the termination notice, or retainage of all payments made by the City, whichever is more. In the event that this Agreement is terminated by the Artist, through no fault of the City, Artist will return all funds received from the City associated with the Agreement up until the date of termination notice.

15. **REMOVAL, DISASSEMBLAGE OR SALE/DONATION.** The Artist understands that the Art is owned by the City of Keizer. As such, at some time in the future, the City may move the artwork to another location or disassemble it. If that happens, the City of Keizer assumes full responsibility for the moving and reserves the right to reinstall the artwork at a different site or to dispose of the artwork as the City of Keizer deems appropriate. Such a determination is the sole right of the City of Keizer. The City of Keizer also reserves the right to sell or donate the Art.

Artist specifically and fully waives any and all rights under the Visual Arts Rights Act, and any similar federal, state, or local laws pertaining to residual rights of the Artist under any moral rights or attribution and integrity rights theories, and the like. Artist agrees and understands that the City of Keizer and any successor may rely on this full waiver and release of these rights.

16. **DISPUTES.** This Agreement is governed by the laws of the State of Oregon and all actions shall be brought in Circuit Court in Marion County, Oregon.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

18. **ADMINISTRATION OF AGREEMENT.** Administration of this agreement for the PARTIES shall be accomplished by:

City

Artist

Christopher Eppley, City Manager
City of Keizer
P.O. Box 21000
Keizer, OR 97307

All notices either required or appropriate under this Agreement shall be sent to the above parties via United States Postal Service, postage prepaid first class mail.

19. ATTORNEY FEES. If an action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

By:_____ Date:_____

Artist

By:_____ Date:_____

City Manager

Approved as to form:

By:_____ Date:_____

City Attorney

**ADDENDUM #1 TO THE REQUESTS FOR PROPOSALS (RFP) FOR KEIZER
CULTURAL HISTORY POLES**

**Call for Artists
Public Art Installation**

The Requests for Proposals (RFP) for Keizer Cultural History Poles is amended at Paragraph L as follows:

L. Proposer does not release or transfer copyright, reproduction and resale rights for any work samples, conceptual design drawings, sketches and/or maquette submitted by Proposer in response to the RFP. However, all copyright, reproduction and resale rights for any work product developed under the contract entered into with the successful proposer shall be released by Proposer and transferred to City. Proposer shall release or waive all rights to work product developed under the contract under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990.

Addendum No. 1 shall become a part of the Requests for Proposals (RFP) for Keizer Cultural History Poles and shall be binding as though it were contained therein. **This addendum must be signed and included with your proposal when submitted.**

ADDENDUM NO.1 CONTENTS READ AND ACKNOWLEDGED

Proposer Name Printed

Signature

Title

Date

END OF ADDENDUM #1



CITY OF KEIZER-800600
OCT 17 '18 PM 2:55

Requests for Proposals (RFP) for Keizer Cultural History Poles Call for Artists Public Art Installation

The Project

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- a. A maximum of five digital images saved on portable electronic media.
- b. Video(s) on a standard NTSC formatted DVD that plays in a DVD player. Video should be no more than ten (10) minutes in length. Clearly mark the outside of the DVD with your name and title(s) of the work(s).

Do not submit original work.

Optional: Each artist may include up to three selections of support materials such as reviews, news articles, web links and other related information.

Responses must be received by 3:00 pm on October 17, 2018.

All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP-Cultural History Poles."

All proposals shall be sent to:

City of Keizer
c/o Debbie Lockhart
930 Chemawa Road N
PO Box 21000
Keizer, Oregon 97307

Proposals must be delivered to City by the above date. Faxed or electronic proposals WILL NOT be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal.

EXCEPT FOR MAQUETTES, SUBMISSIONS WILL NOT BE RETURNED.

Final Artist Selection

A selection committee comprised of the members of the Keizer Public Arts Commission (KPAC) will review the submittals received by the time and date set for receipt of proposals. The City reserves the right to change the make-up of the committee depending on the availability of the proposed members.

Criteria for Selection:

- Responsiveness of the written proposal to the purpose and scope of service, completeness, and clarity of all required information provided by proposer that will demonstrate the quality of services.
- A body of work reflecting artistic excellence.
- Experience working in public settings.
- Experience fabricating and installing permanent artwork suitable for the outdoor environment.
- Work reflecting diversity.
- References provided as part of this application which will be contacted prior to final selection.
- Proposed Budget.

Some of the criteria may be weighted more than others.

Terms and Conditions

- A. The successful proposer will be required to sign a Contract in substantially the form attached hereto as Exhibit "A".
- B. The Contract shall begin upon signature of all parties and will terminate on September 30, 2019.
- C. Keizer reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- D. Keizer reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Keizer reserves the right to award the contract to the next most qualified proposer, if the successful proposer does not execute a contract within ten (10) days after City requests proposer to sign the Contract.
- F. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days following the date and time set above for opening of the proposals.
- G. Successful proposer must be able to provide Insurance documents upon execution of the contract. The insurance amounts are set forth herein. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$1,000,000. Successful proposer must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured. Successful proposer must keep the insurance policies effective throughout the entire term of the contract. Successful proposer must provide a copy of your workers compensation insurance coverage in an amount required by state law.
- H. The project shall be performed in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, EEO, and OSHA requirements. If the project requires work in the traffic flow, successful proposer must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Successful proposer and all personnel must wear safety vests at all times and use safety cones as required.
- I. Keizer shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to the RFP.
- J. This project may be separated into one pole carving at a time, if necessary due to delayed funding.
- K. Work purchased shall be the property of the City. The City intends that the work will remain accessible to public viewing for as long as the City owns the work. City retains the right to transfer work from one City-owned site to another, as it deems necessary.

L. All copyright, reproduction and resale rights of proposer shall be released by proposer and transferred to City. Proposer shall release or waive all rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990.

M. City intends to acknowledge proposer, but intends to have the sole right to purposefully destroy, damage, alter, modify or otherwise change the work. Proposer will have the right to request that the work no longer be represented to be work of the proposer.

If you have any questions or need any additional information, please call Debbie Lockhart at (503) 390-3700 or email her at lockhardt@keizer.org



CULTURAL HISTORY POLE IDEAS

Old School Bell
 River/Rapids
 McNary Celtic
 Representation of Keizer Schools
 Canoe
 Fisherman
 Fish
 Coyote
 Parade
 Cows
 Baseball
 Soccer
 Hops
 Filbert
 Mint
 Green Beans
 Strawberries
 Blueberries
 Iris
 Trees
 Blake's Log House
 Wallace House
 Thomas Dove Keizer
 Tree Lighting
 Pride, Spirit & Volunteerism
 Mountains
 Police/Fire
 Music/Amphitheater
 Parks
 Eagle
 Osprey
 Keizer Flag
 Big Toy
 Geese
 Depiction of people working together, boosting each other, helping each other

- AJS 1st Bob
 Spade Loten
 2nd 2nd

- Oat vole
 Gordon
 Lee Barton
 CBR

- ref - Ed & Mary
 Goal

- Oprens Connecting
 center

- Nut Cracker
 Oryat
 rose Burr
 Toby

- Mike Long
 regack Air Bee

PICKS - Spade
 - Bower

Professional Services Agreement

FOR ARTIST SERVICES FOR CARVING OF KEIZER CULTURAL HISTORY POLES LOCATED AT THE NORTH ENTRANCE OF THE KEIZER CIVIC CENTER

This agreement, is made by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as the "City"), and 10/17 (hereinafter referred to as "Artist") on Oregon Chainsaw Sculptures LLC, 2018.

WHEREAS, the City has authorized the carving of two Keizer Cultural History Poles located at the north entrance of the Keizer Civic Center (hereinafter referred to as "History Poles");

WHEREAS, the funds have been allocated for the selection and carving of History Poles located at the North entrance of the Keizer Civic Center, 930 Chemawa Rd. NE;

WHEREAS, the Artist was selected by the Keizer Public Arts Commission (hereinafter referred to as "KPAC") and approved by the City through established procedures;

WHEREAS, the Artist is able and desirous of performing such services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. The Artist agrees to design and carve two History Poles in accordance with the issued Request For Proposal (Exhibit A) and the following specifications:
 - a. Prepare concept drawing suitable for City Council adoption.
 - b. Prepare a maquette for City approval. KPAC will review and accept the maquette before the Artist proceeds.
 - c. Carve two History Poles approximately 2' at the base and 20-25' tall that is able to reasonably withstand severe weather, vandalism, and graffiti. Artist shall be responsible for all costs and expenses of the project including, but not limited to supplies, equipment, ground preparation and cleanup.
 - d. Wood seal and/or paint the History Poles.
 - e. Provide bi-weekly updates on the progress of the project. The updates will be made through email to Nate Brown at BrownN@Keizer.org and Debbie Lockhart at LockhartD@Keizer.org.
2. CITY'S RESPONSIBILITIES. The City shall provide the following services:
 - a. Ensure swift and timely handling and payment of all invoiced work provided by the Artist pursuant to Section 5.
 - b. Facilitate in any other fashion which is reasonable in order for the Artist to carry out the terms of the Agreement.
 - c. Handle all facets of fundraising and financial matters necessary for the project.

3. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed with design phase by the City and shall proceed to completion.
4. TIME FOR PERFORMANCE. The work shall be completed on or before September 30, 2019. Time is of the essence in this Agreement.
5. PAYMENT. The Artist shall receive total payment in the amount of Forty three thousand, five hundred and 95 Dollars (\$ 43,500.95) be paid as follows:
- a. One-third upon execution of this Agreement
 - b. One-third midway through the construction
 - c. One-third upon completion and acceptance by the City

The total payment is the maximum the City shall pay for all aspects of the project and Artist shall be responsible for all costs and expenses pursuant to Section 1(c).

6. OWNERSHIP OF WORK/COPYRIGHT

- a. Ownership. The History Poles and the maquette created under this agreement shall be the property of the City.
 - b. Copyright. The Artist hereby releases all copyright, reproduction and resale rights of Art and transfers such rights to City. The Artist waives all photographic reproduction rights and other rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990. City agrees that every reasonable attempt will be made to acknowledge the Artist's authorship of the work. Artist has the right to request that the work no longer be represented to be work of the Artist.
 - c. Marketing of Image. Artist agrees and understands that City may market and sell photographic and other images of the art and/or maquette with no additional compensation to be paid to Artist. Artist may use photographic images of Art for advertising or marketing purposes, but shall not sell such images.
 - d. Accessible to Public Viewing. City intends that the work will remain accessible to public viewing for as long as the City owns the History Poles. City retains the right to transfer work from one City-owned site to another, as it deems necessary. City also retains the right to remove and/or destroy the History Poles as it deems necessary in its sole discretion.
7. GUARANTEE. The Artist does hereby guarantee that said work shall be free from any and all defects of any kind and nature in workmanship, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the artist is given written notice by the City within five years

from the date of completion. The Artist will not be responsible for damage resulting from fire, vandalism or acts of God.

8. ORIGINAL WORK. The Artist warrants that this work designed under this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be accepted for sale or installed elsewhere.
9. LIABILITY. The Artist shall save and defend the City and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done during the term of this Agreement, and further waives any rights against the City of Keizer for any and all injuries or damages alleged to have arisen during the term of this Agreement.
10. INSURANCE. The Artist, at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect insurance in the amounts are set forth herein. The amounts are \$1,000,000 for property damage and \$1,000,000 per person for bodily injury and no less than \$2,000,000 for any number of claims arising out of a single accident or occurrence. You must also carry automobile liability insurance with a limit of liability of not less than \$1,000,000. Artist must make arrangements with the insurance carrier to provide a certificate and endorsement insuring the City of Keizer, it's officers, agents, contractors, and employees as an Additional Insured within ten (10) days of signing this Agreement and prior to any work being performed under the Agreement. Artist must keep the insurance policies effective throughout the entire term of the Agreement. Artist must also provide a copy of Artist's workers compensation insurance coverage in an amount required by state law, if applicable.
11. COMPLIANCE WITH LAWS. The Artist shall perform the project in a manner to comply with all state and federal requirements, including ADA, Civil Rights Act, EEO, and OSHA requirements. Artist shall also comply with all applicable laws, ordinances, and codes of the City of Keizer. If the project requires work in the traffic flow, Artist must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Artist and any personnel must wear safety vests at all times and use safety cones as required.
12. SUBCONTRACTING AND ASSIGNMENT. If any part of the project is to be done through the use of subcontractors, the City must first approve the use of any subcontractor in writing. The Artist shall not assign this Agreement without the written consent of the City, which may be withheld in the City's sole discretion.
13. CHANGES. All changes to this Agreement shall require a written agreement signed by all parties prior to any change.

14. TERMINATION. In the event this Agreement is terminated by the City, through no fault of the Artist, the Artist is entitled to out-of-pocket expenditures associated with the Agreement up until the date of the termination notice, or retainage of all payments made by the City, whichever is more. In the event that this Agreement is terminated by the Artist, through no fault of the City, Artist will return all funds received from the City associated with the Agreement up until the date of termination notice.

15. REMOVAL, DISASSEMBLAGE OR SALE/DONATION. The Artist understands that the Art is owned by the City of Keizer. As such, at some time in the future, the City may move the artwork to another location or disassemble it. If that happens, the City of Keizer assumes full responsibility for the moving and reserves the right to reinstall the artwork at a different site or to dispose of the artwork as the City of Keizer deems appropriate. Such a determination is the sole right of the City of Keizer. The City of Keizer also reserves the right to sell or donate the Art.

Artist specifically and fully waives any and all rights under the Visual Arts Rights Act, and any similar federal, state, or local laws pertaining to residual rights of the Artist under any moral rights or attribution and integrity rights theories, and the like. Artist agrees and understands that the City of Keizer and any successor may rely on this full waiver and release of these rights.

16. DISPUTES. This Agreement is governed by the laws of the State of Oregon and all actions shall be brought in Circuit Court in Marion County, Oregon.

17. ENTIRE AGREEMENT. This Agreement contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

18. ADMINISTRATION OF AGREEMENT. Administration of this agreement for the PARTIES shall be accomplished by:

City

Artist

Christopher Eppley, City Manager
City of Keizer
P.O. Box 21000
Keizer, OR 97307

Oregon Chainsaw Sculpture LLC
David Hillebrand
PO Box 854
Lyon, OR 97358
503-910-5197

All notices either required or appropriate under this Agreement shall be sent to the above parties via United States Postal Service, postage prepaid first class mail.

19. ATTORNEY FEES. If an action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

By:

[Signature] member
pres.

Date: 10/17/18

Artist

By:

Date:

City Manager

Approved as to form:

By:

Date:

City Attorney

was 18K to try to fit Budget
discounted Each Totem -

$$\$17,000 \times 2 = \$34,000$$

$$\text{Metal Hinge Plate} - 1200 \times 2 = \$2400$$

$$\text{Crane service} - 1000 \times 1 = \$1,000$$

$$\text{cedar logs} - 1000 \times 2 = \$2,000$$

(Purchased instead of 10yr Standing
Dead fir (it is Not sufficient
to last in the elements
and is probably already Decay
ridden)

$$\text{Concrete 8yrs-10yrs} = 1,500$$

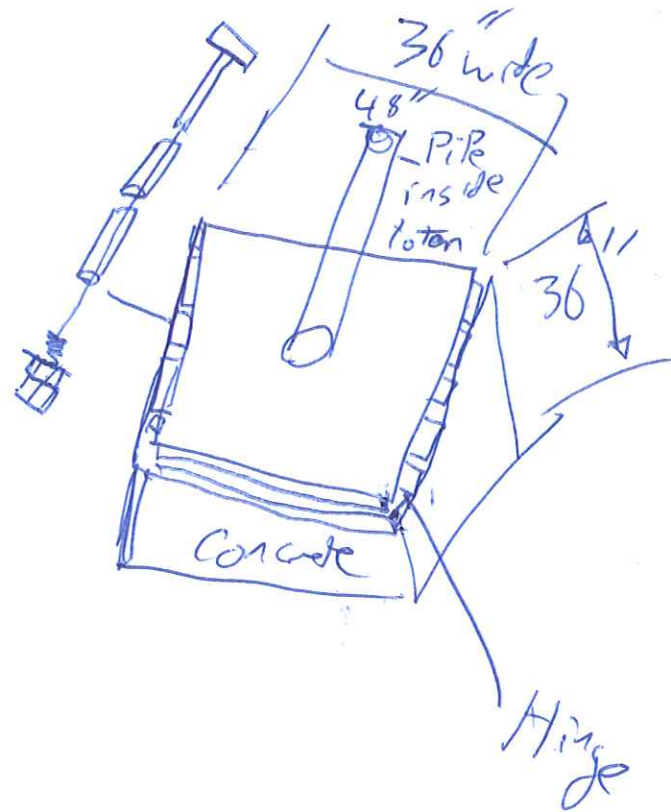
$$\text{Forms} = 500$$

$$\text{rebar} = 100$$

$$\text{total} = \$43,500$$



concrete Service
Crane Service
TILT Plate







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[Home](#) » [Stories from Oregon](#), [Willamette Valley](#) » Chainsaw sculptor turns tree stump into art

Chainsaw sculptor turns tree stump into art

14 November 2011



David Hillesland sculpts a grizzly bear from the stump of a 40-year-old sequoia; photo by Jan Jackson.

SALEM, Ore. – David Pike had no choice but to remove the beautiful 40-plus-year-old giant sequoia in

his yard, the aggressive roots were damaging his house and could ignore them no longer. David did have a choice about what to do with the massive stump however, and it now supports a nearly life-size likeness of a grizzly bear with a salmon in its jaws.

Working through the tree removal service, David commissioned Oregon-born chainsaw artist David Hillesland to come to the rescue. Before they left the project, the tree removal folks prepared the stump to Hillesland's specifications. In a few short days, the 11-foot diameter stump became a work of art.

Though chainsaws have been around for a long time (Andreas Stihl patented the first gasoline-powered one in 1929), David Hillesland didn't start using one until 2009, when he spent 90-days apprenticing with a chain saw artist.



David Pike stands by the grizzly bear sculpted from the trunk of his 40-plus-year-old sequoia; photo by David Hillesland.

"I always appreciated art but never thought I could do it myself," Hillesland said. "I spent my idle hours mastering origami but became discouraged when I had mastered all of the designs and couldn't find any new ones. Seeing my frustration, my dad bought me a set of wood chisels and soon after that, a set of exacto knives. I spent two months making small woodcarvings and when the chain saw artist saw my work, he offered to mentor me."

Hillesland, whose favorite project is always whatever is new, maintains a presence at J & J Stump and Tree Removal Service on Highway 22 just west of Salem, Oregon. He started his business in his West Salem garage, but after one year moved to the country.

"It was pretty hard on the neighbors who had to listen to that chain saw all day, so my wife and I bought a 55-acre piece of ground on the Santiam River just outside of Lyons," Hillesland said. "I work by appointment only so it only makes sense that I have somewhere to store the my logs and other miscellaneous wood pieces and my dump truck and other equipment I need to haul them. I spend a lot of time going to trade shows in a 100-mile radius of Portland and do about 100 commissions a year."



Chainsaw artist/sculptor David Hillesland, breathes life in to wood one piece at a time; photo by Jan Jackson.

Though the chain saw is the first tool Hillesland uses in every project, his goal is to reduce within a couple of millimeters of his design before bringing out the chisels and smoothing finishing tools.

“Right now I’m working on an 8-foot wall hanging depicting the mythical firebird phoenix, four stump carvings, a small tiger, a 12-foot blue heron and a garden bench with a scene that shows a cabin on a lake, a canoe and deer. The heron is a hard one because I have to engineer a design that I can build strength and beauty at the same time. I also love making totems, because they are always custom and therefore each one is different,” Hillesland said.

When asked where he plans on taking his business, Hillesland says, right to the top.

“I was in the top 10percent in school, the 10 percent during my six-year banking career and that’s where I’m taking Oregon Chainsaw Sculptures, LLC., Hillesland said. “My wife and I stepped out on faith when we started this business and we haven’t looked back. I never thought I would be so blessed to have an occupation I truly love.”

To find out more about David Hillesland, call 503-910-5192 or visit www.oregonchainsawsculptures.com.

- Jan Jackson©2011 – See [Jan Jackson’s Bio](#)

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