



AGENDA OF THE GREEN BAY PUBLIC ARTS COMMISSION

WEDNESDAY, AUGUST 24, 2022, 8:00 AM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

1. Members: Ald. Brian Johnson, Alex Zacarias - Chair, Chuck Yang - Vice-Chair, Kent Hutchison, and Katie Ries.
2. Liaison Representatives: Beth Kowalski - Neville Museum, Gabrielle Metoxen - Oneida Arts Board, Rissel Peguero Almonte - Independent Music Instructor, and Timothy Perlewitz - Salvation Army Kroc Center.

C. Approval of the Agenda.

1. Approval of the agenda for the August 24, 2022, meeting of the Green Bay Public Arts Commission.

D. Approval of Minutes.

1. Approval of the minutes from the May 26, 2022, meeting of the Green Bay Public Arts Commission.

E. Regular Business.

1. Consideration with possible action to review and approve the four mural design concepts presented for the Shipyard Underpass Murals project.

F. Informational.

1. Coordinator's Report and Project Updates.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Green Bay Public Arts Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Public Arts Commission

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82324699453?pwd=SWtrUUNVd1Y1SldXaTRPaFpXMHBqZz09>

Meeting ID: 823 2469 9453

Passcode: 924755

One tap mobile

+16468769923,,82324699453# US (New York)

+13017158592,,82324699453# US (Washington DC)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 823 2469 9453

Find your local number: <https://us02web.zoom.us/j/82324699453?pwd=SWtrUUNVd1Y1SldXaTRPaFpXMHBqZz09>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

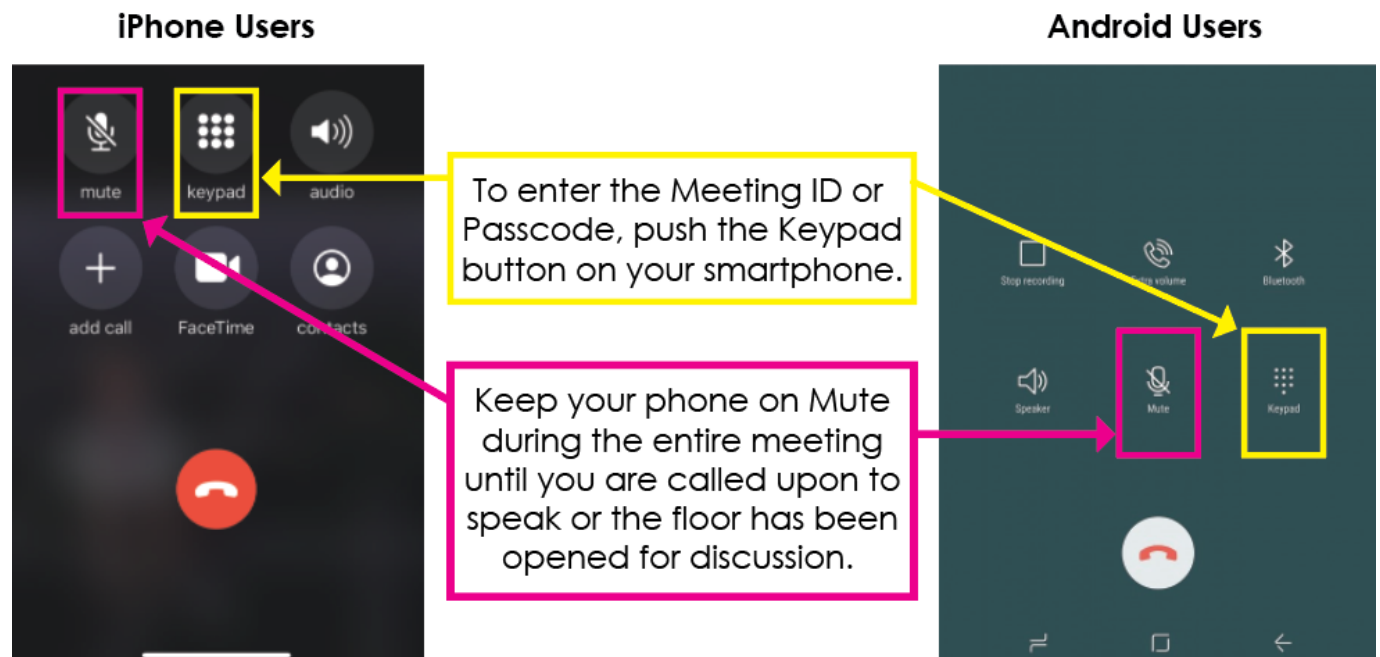
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a “waiting room.”
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the “raise your hand” tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the “raise your hand” tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to “open the floor for interested parties to speak.” Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





Report to the Public Arts Commission of the City of Green Bay

MEETING DATE

August 24, 2022

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # E.1

Consideration with possible action to review and approve the four mural design concepts presented for the Shipyard Underpass Murals project.

BACKGROUND

The City's Purchasing Department along with the City of Green Bay's Community and Economic Development Department conducted an RFP (Request for Proposal) to create site-specific exterior murals that will aesthetically enhance several vertical support structures for the Don A. Tillman Bridge next to The Shipyard according to RFP #2022-09 in compliance with state, local, and federal regulations. The City received 16 eligible Proposals. Staff assembled a selection committee comprised of one community member, two members of the Green Bay Public Arts Commission (GBPAC), and one member of the Redevelopment Authority (RDA) to review and score the proposals. Of the eligible proposals received, Don Rimx Inc, Maranje LLC, Mz. Icar and Yulia Avgustinovich received the highest scores. The project budget of \$80,000.00 is to be divided as follows:

- Don Rimx Inc, \$20,000.00 + \$500 design fee
- Maranje LLC, \$20,000.00 + \$500 design fee
- Mz. Icar LLC, \$20,000.00 + \$500 design fee
- Yulia Avgustinovich, \$20,000.00 + \$500 design fee

In coordination with the four selected artists, staff divided the proposed project site to include one pillar for signage, with the remaining 20 pillars to be divided equally among the artists. Each artist/artist team will be responsible for five pillars. Review Attachment A: Shipyard Murals Project Site Plan to see the proposed site layout. The Don A. Tillman Bridge is the property of the Wisconsin Department of Transportation (WisDOT). WisDOT and the Department of Public Works (DPW) are requesting design approval from the Public Arts Commission prior to approving artwork placement at the site.

Artist resumes and background information have been included in the agenda packet for Commission review. Staff met with all four artists to provide further information on The Shipyard project, site history, community input received, and current site conditions prior to design development. The mural designs submitted for consideration, if approved by both the GBPAC and WisDOT, are planned for installation in October 2022.

RECOMMENDATION

Staff recommends approval of the four mural designs proposed for the selected pillars for the Don A. Tillman Bridge next to The Shipyard.

FISCAL IMPACT

\$80,000.00 of Community Development Block Grant Funds allocated for Beautification to be used for artist stipends. \$10,000.00 of National Endowment for the Arts Arts Projects Grant Funds to be used for artist

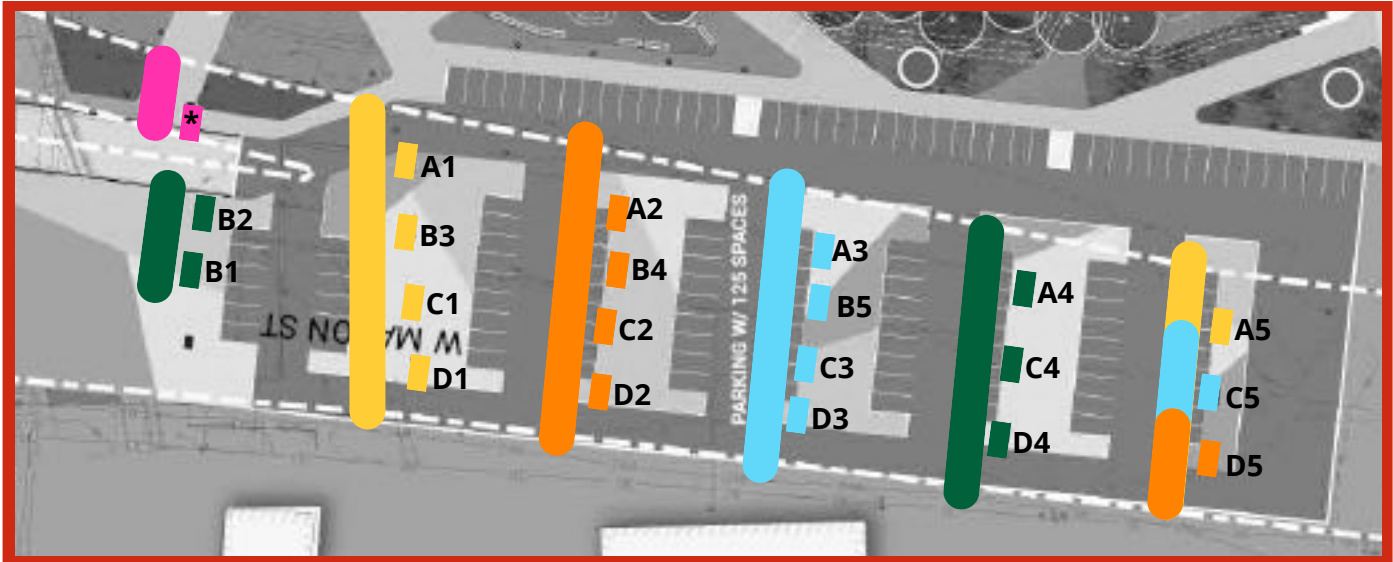
design fees, signage, site preparation fees, and other miscellaneous project expenses.

ATTACHMENTS

1. Shipyard Murals Project Site Plan Draft
2. Shipyard Murals Project RFP#2022_09
3. Resume + Previous Work Samples - Don Rimx
4. Resume + Previous Work Samples - Ernesto Maranje
5. Resume + Previous Work Samples - Mz.Icar
6. Resume + Previous Work Samples - Yulia Avgustinovich
7. Shipyard Mural Design - Don Rimx - Dream Bay Mural
8. Shipyard Mural Design - Ernesto Maranje
9. Shipyard Mural Design - Mz. Icar - Let's Play Mural
10. Shipyard Mural Design - Yulia Avgustinovich

SHIPYARD MURALS PROJECT SITE PLAN - DRAFT UPDATED 8.8.22

ARTIST REVIEWED AND APPROVED 8.10.22



- * Pink = Signage/Artist Spotlight/Artwork Map - Collaborative pillar
- A1, B3, C1, D1, A5 Yellow = Don Rimx Inc.
- B1, B2, A4, C4, D4 Green = Yulia Avgustinovich
- A3, B5, C3, D3, C5 Blue = Mz. Icar
- A2, B4, C2, D2, D5 Orange = Ernesto Maranje

Pillar Sizes - Estimated

- * **Pillar** 3' x 8' x 17.5' **"T" top -horizontal** 4.5' x 24'
- Pillars B1 & B2** 3' x 6' x 18.5' **B1 & B2 "T" top - horizontal** 5.5' x 54'
- Pillars A1-A5, B3-B5, C1-C5, and D1-D5** 3.5' x 8' x 20'
- "T" tops - horizontal**
 - 6.5' x 116'
 - 6.5' x 116'
 - 6.5' x 98'
 - 6.5' x 96'
 - 6.5' x 84' - to be divided in three

CITY OF GREEN BAY

REQUEST FOR PROPOSAL



RFP #: 2022-09

Title: Public Art - Murals

City Agency: Community & Economic Development Department

Due Date: May 5, 2022
2:00 PM CT

CC: 003-052-50; 961-04:962-07

Table of Contents

1	NOTICE TO PROPOSERS.....	2
1.1	Summary.....	2
1.2	Important Dates	2
1.3	Format.....	2
1.4	Labeling.....	2
1.5	Delivery of Proposals.....	2
1.6	Appendix A: Standard Terms & Conditions.....	3
1.7	Appendix B: Sample Contract for Purchase of Services.....	3
1.8	Multiple Proposals	3
1.9	City of Green Bay Contact Information	3
1.10	Inquiries, Clarifications, and Exceptions	3
1.11	Addenda.....	3
1.12	Bid Distribution Networks	4
1.13	Oral Presentations/Site Visits/Meetings.....	4
1.14	Acceptance/Rejection of Proposals	4
1.15	Withdrawal or Revision of Proposals	4
1.16	Subcontracting or Third Party Payments	4
1.17	Non-Restrictive Specifications and Vendor Alternates	5
1.18	Non-Material and Material Variances.....	5
1.19	Public Records	5
1.20	Contract Quantities	5
1.21	Proposers Mandatory Requirements/Required Information.....	6
1.22	Proposal Evaluation.....	6
1.23	Proposal Scoring Criteria	6
1.24	Selection Process – Phase I	6
1.25	Selection Process – Phase II	7
1.26	Award and Final Offers	9
1.27	Partial Award	9
1.28	Negotiate Contract Terms	9
1.29	Cost Proposal.....	9
1.30	Tax Exempt	9
1.31	Appeals Process.....	9
1.32	Proposers Responsibility.....	10
1.33	Ownership and copyright	10
1.34	Stakeholders	10
2	DESCRIPTION OF PROJECT	11
2.1	Background	11
2.2	Project Overview.....	11
2.3	Community Input.....	11
2.4	Site Visit	12
2.5	Potential Materials and Amenities	12
2.6	Conceptual Requirements.....	12
2.7	Eligibility Criteria	12
2.8	Budget and Honorarium Design Fee	12
2.9	Artist/Proposers Requirements.....	12
2.10	Insurance Requirements	12
2.11	Term.....	12
2.12	The Shipyard Park Concept Drawings.....	13
2.13	Specific Project Locations: (Red areas indicate potential mural locations).....	15
3	REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS	19
3.1	Appendix A.....	27
3.2	Appendix B.....	32
	Form A: Signature Affidavit	
	Form B: Receipt of Forms and Submittal Checklist	
	Form C: Vendor Profile	
	Form D: Designation of Confidential and Proprietary Information	
	Form E: Cost Proposal	
	Form F: References	
	Proposal Submittal along with Image Document Form	

1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay, Community & Economic Development Department ("City") is soliciting Proposals from qualified vendors for Public Art Murals. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposal ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due date and time indicated below. The City will reject all late Proposals:

RFP Issue Date: March 11, 2022
Questions Due Date: March 28, 2022
Addendum Posted Date: April 1, 2022
Due Date: May 5, 2022, 2:00 PM CT

Sealed RFP Opening - Only the names of proposers will be read at the opening.

1.3 Format

The City will not consider illegible Proposals.

Elaborate Proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

Please include One (1) original and three (3) copies of your proposal. Also include an electronic version of your proposal on USB flash drive or CD. If you are submitting via electronic on demandstar only submit one electronic copy. Copy on CD/USB is not needed.

Complete and return Forms A through F along with any other required forms for this RFP to City of Green Bay Purchasing Department with your proposal submittal.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments, or dividers). One page shall be interpreted as one side of single-spaced, typed, 8 1/2" X 11" sheet of paper. **Excess pages will be removed prior to evaluation, which could result in incomplete responses and subsequent lower scores.**

1.4 Labeling

All Proposals must be clearly labeled: Proposer's Name and Address
RFP #: 2022-09
Title: Public Art - Murals

All email correspondence must include RFP 2022-09 subject line.

1.5 Delivery of Proposals

Delivery of hard copies to: City of Green Bay Purchasing Department
100 North Jefferson St. Room 101
Green Bay, WI 54301

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.9 City of Green Bay Contact Information

The City of Green Bay Purchasing Department administers the procurement function:	Diane Kruse, CPM;C.P.I.M. Purchasing Department 100 North Jefferson St. Room 101 Green Bay, WI 54301 PH: (920) 448-3051 FAX: (920) 448-3050 purchasingag@greenbaywi.gov
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Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Department Buyer listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to proposal terms, conditions, specifications and dates stated within the proposal package. However, the City of Green Bay reserves the right to disqualify any and all Proposals submitted which include exceptions, if deemed not in the City’s best interests.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Bid Distribution Networks

The City of Green Bay posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet, and DemandStar . The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the proposal distribution network for any such postings. Proposers' failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin
VendorNet System:

State of Wisconsin and local agencies proposal network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar:

National proposal network – Free subscription is available to access Proposals from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

- 1) Register at: www.demandstar.com/registration
- 2) Enter your E-mail and Company Name
- 3) Choose your Free Agency (Type "WAPP" in the search box).
- 4) Check out with your FREE AGENCY registration by clicking "Skip for now" on the page where it gives you options to add additional Counties and States.

Home Page:

www.demandstar.com

1.13 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.14 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all Proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.15 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.16 Subcontracting or Third Party Payments

All subcontracting shall be pre-approved upon award by the City before any work begins. Subcontractors must abide by all terms and conditions of the proposal. The prime contractor shall be responsible for all subcontractor(s) work and payment.

1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendor's request for change.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Contract Quantities

The estimated quantities identified within this RFP are for bid purposes only. The City does not guarantee to purchase any specific quantity or dollar amount. Proposals that state the City must guarantee a specific quantity or dollar amount may be disqualified.

1.21 Proposers Mandatory Requirements/Required Information

For proposals to be considered for evaluation, artists must submit a proposal that includes the following **TABS** with detailed information requested per **TABS** below.

TAB 1 Statement of Interest.

Not to exceed two pages. Address your response to this project opportunity, experience, philosophy and statement of approach, if/how you intend to implement community building and engagement with your work and process. Briefly describe your interest in this public art commission for the City of Green Bay and what you can bring to this project.

TAB 2 Current Resume(s) and Support Materials

Not to exceed two pages for each artist. Include artist's training and professional experience plus additional support material (not to exceed three pages) of press clippings or other relevant materials on past projects.

TAB 3 Representative Work and Documentation

Up to ten (10) previously completed projects that show relevance to this project (not to exceed ten (10) pages). Briefly describe images, including budget for projects, lead-times, completion dates, dimensions, media, project sponsor and other essential information.

Images must be JPEG format, 1920 pixels maximum on the longest side, 72 dpi, with compression settings resulting in the best image quality under 2MB file size

TAB 4 Image Index for Representative Work

An annotated image list, clearly labeled with your full name and information and a numerical listing for each image, the title of the work, budget, year completed, dimensions, lead-time and media. Please use the document: **Image List** located at the end of this RFP.

1.22 Proposal Evaluation

The City's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the end project that is the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

1.23 Proposal Scoring Criteria

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

1.24 Selection Process – Phase I

The phases of the selection process are described below. If selected as a semi-finalist in Phase I, artists/teams will be invited to submit a site-specific proposal for Phase II. If offered the commission after Phase II of the selection process, the artist/design team selected to receive this commission must have final designs approved by the Redevelopment Authority, other boards and commissions as needed, and WisDOT.

Proposals will be scored using the following criteria: **TABLE 1**

Description	Points
Artwork/Design Approach. Address philosophy and statement of approach, and how artist intends to implement community building and engagement with their work and process	30
Previous Artwork/Representative work and Documentation Submitted is of high quality and conveys creative and unique work.	25
Artistic Experience and Ability for Scheduled Completion and Quality of Work- On-Budget and within Time-frame requirements	20
References/History of Successfully Completed Previous Projects	15
Price	10
TOTAL	100

Phase I – Request for Proposal (RFP)

- Proposals will be evaluated and scored per criteria listed in TABLE 1 (above) including below Phase 1 Criteria and on proposal submittals along with a review of qualifications and completed projects. The eight (8) highest scoring proposals will be selected for interviews and site-specific proposals.
- The City's evaluation committee will consist of members who have been selected because of their special expertise (subject experts) and knowledge of the project that is the theme of this RFP. The committee will select semi-finalists per presentations, proposals, and other crit on proposal submittals and a review of qualifications and completed projects. Along with any other criteria they deem necessary for evaluation to proceed to Phase II.

Phase I –Selection Criteria (Table 1)

The following Selection Criteria will be used to review RFP submissions to select semi-finalists whose proposals:

- Shows relevant professional artistic experience and ability to undertake the design, creation, installation and requirements of this project;
- Describes the design approach and artistic merit - excellence, originality, creativity, innovation, aesthetic, conceptual and technical quality represented in the submissions;
- Demonstrates the record of timely completion of projects - experience and ability in meeting deadlines and budgets and in working cooperatively with designers, contractors, engineers and project managers; (References).
- Features previously completed projects that reflect enduring artistic quality and have operated long-term with minimal maintenance.
- Price.

1.25 Selection Process – Phase II

Phase II –Design Invitation for Site Specific Proposals

- Semi-finalists, (it is the City's intention to choose eight (8) semi-finalists from Phase I to move to Phase II chosen from RFP submittals and the evaluation process, will receive a \$500 honorarium fee for the design of concept proposals that will include, sketches, concept paper and detailed budget. The fee shall also cover travel and other expenses associated with any presentations and promotions that may be required.

2. Finalists may be invited to interviews with the Selection Panel to discuss their experience and their approach to public art in general and their response to this Shipyard Underpass Place Making Murals opportunity.
3. A mandatory (may be virtual) briefing session and site visit for semi-finalists will be scheduled in Spring/Summer.
4. Semi-finalists will be required to submit full project proposals and may present sketches/design concepts to a committee, public, and/or city officials.
5. Design concepts may be publicly displayed.
6. Recommendations from the Selection Panel will be forwarded to the Redevelopment Authority and to the City of Green Bay Common Council for final approval.
7. The winning design artist/s, team selected for the project will enter into a professional contract after successful negotiations, which may include Best and Final offer negotiations.

Phase II Proposals will be scored using the following criteria: **TABLE 2**

Description	Points
Project Proposal incorporates the character and context of the site within the surrounding neighborhoods and incorporates community input. Celebrates The Shipyard area and its history. and honors the specific site while maintaining flexibility and timelessness suitable for all of Wisconsin's seasons	30
Community Scores of publicly displayed artwork submitted (if committee chooses to conduct this process).	25
Public Safety. Proposal is suitable for the public and takes into account the use of this site as a transportation corridor for both vehicles and pedestrians.	25
Maintenance and Feasibility. Demonstrates ability to adhere to project timeline and produce a high-quality piece with long term maintenance planned for the future of the work. List materials chosen along with long-term maintenance plan.	10
Price shall include detailed budget	10
TOTAL	100

Phase II –Selection Criteria **TABLE 2**

The following Selection Criteria will be used to review semi-finalist proposals to select the final artist/s whose proposal:

1. Affirms the character and context of the site within the surrounding neighborhoods and incorporates community input within the work and/or process;
2. Celebrates The Shipyard area and its history enlivened with a mix of residential uses, music, sports, restaurants, and other businesses;
3. Honors the design approach including site specificity, flexibility, timelessness, maintainability & durability, as well as sustainability;
4. Takes into account use as a transportation corridor, no features that would be distracting to drivers;

5. Will be aesthetically pleasing in all four seasons; including the artist demonstrating adequate consideration of Wisconsin's freeze/thaw conditions in choice of materials;
6. Will minimize maintenance costs, and provide long term maintenance plan for artwork;
7. Demonstrates the feasibility to design and install within the allowed budget and timeframe as detailed within the agreed upon time of the Committee.

1.26 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposers after the evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the City requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposers following that process. However, a proposer should not expect that the City will request a best and final offer. After an award is made, a proposal tabulation summary will be available through DemandStar. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based solely on lowest price.

1.27 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the project. It is the intention of the City to award this contract to more than one artist/proposer.

1.28 Negotiate Contract Terms

The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer/s prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer.

1.29 Cost Proposal

Purchasing will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Other Proposed Cost

Cost Proposals shall be in a separate sealed envelope and submitted within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the proposer.

1.30 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is 008-0000428893-07.

1.31 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.32 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

1.33 Ownership and copyright

Artists selected to create the art feature will be required to confirm in writing that they are the original creators of their designs, have not copied anyone else's designs and that their design does not infringe on anyone else's intellectual property rights.

The City shall have ownership and possession of all final products including all finalist concept designs and shall have the exclusive right to display the work, merchandise and make reproductions of the work. Any contract under this program shall recognize the unique responsibilities of a municipality by including a consensual modification of the applicable provisions of the Visual Artists Rights Act of 1990 (17 U.S.C. §106A). However, with the consent of the City Attorney and the approval of the Green Bay Public Arts Commission, the Public Arts Coordinator may enter into an agreement with an artist that does not waive any of the artists VARA rights when the benefits of doing so outweigh the risks of proceeding without the modifications of VARA rights.

1.34 Stakeholders

The selected artist or team will work with a consortium of stakeholders with an interest in improving the structure under the Mason Street Bridge including: Improvement and Services Committee, Parks Commission, Tank Park Neighborhood Association, Seymour Park Neighborhood Association, other unaffiliated residents, On Broadway Inc, Public Works Department, Redevelopment Authority, Green Bay Public Arts Commission, and various other City departments, elected officials, and community stakeholders. The Redevelopment Authority Green Bay Public Arts Commission will be responsible for advancing a recommendation for selection of an artist/s or team based on the criteria below identified within this RFP. The final design for the project will need approval from WisDOT.

2 DESCRIPTION OF PROJECT

2.1 Background

The City of Green Bay seeks to commission an artist(s) to create site-specific exterior murals that will aesthetically enhance the vertical support structures for the Don A. Tillman Bridge next to The Shipyard.

2.2 Project Overview

The City of Green Bay Public Arts Commission is requesting artists to submit qualifications for a public art mural project adjacent to a new mixed-use development being constructed called The Shipyard. The Shipyard Project promises to be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination of recreation and tourism along the Fox River.

The Shipyard area will serve the City of Green Bay as a showpiece of integrated green infrastructure and resiliency and will be a flexible, adaptable, and ever-changing space. The Shipyard will attract a broad cross section of the population, provide entrepreneurial opportunities, and showcase the playful and creative energies of the city. For further information about this project, please visit <https://greenbaywi.gov/936/The-Shipyard>.

2.3 Community Input

In December of 2018, The Shipyard Neighborhood Investment Strategy, also known as “The Strategy,” was adopted. The Strategy contains goals and overall objectives for the Shipyard area that were identified by City Staff and community stakeholders based on a neighborhood survey. One of the goals listed within the Shipyard neighborhood was the development of community building activities and opportunities.

Objectives identified for the Community Building goal focus on engaging, activating, and empowering residents, property owners, and other community partners to take ownership of their neighborhood. Objectives include:

- Involve residents and property owners in future planning and implementation of changes and improvements to the area
- Create a unique identity for the area
- Celebrate the history and historic structure/sites within the neighborhood area

Building off of this goal, Community and Economic Development staff released a community survey focused on artwork developed for The Shipyard. The survey resulted in the following main findings. (Full survey results can be presented upon request.)

- The Community believes that public artwork should achieve the following:
 - Provide opportunities for people to experience art that enriches their lives
 - Promote pride in Green Bay and make it beautiful
 - Help build and reinforce the city of Green Bay’s identity
 - Bring a sense of whimsy and delight to everyday spaces
- The Community is interested in artwork that:
 - Is focused on nature and the environment
 - Is whimsical
 - Is historical
 - Is abstract

The neighborhoods adjacent to the Shipyard development have seen many improvements in recent years. This project provides an opportunity for an artist or design team, to create a site-specific mural that affirms the unique character of the area and engages the surrounding community. Vehicles will be utilizing this area as they enter and exit the parking lot, so it would not be appropriate to include interactive features that encourage children or adults to “play” with the artwork and/or incorporate elements that could be confused for traffic control signage.

The selected artists, design team, or company will work with the Green Bay Public Arts Commission, various City departments, and stakeholders to develop the final project. A recommendation for selecting one or multiple artists, design teams, or companies will be that of the evaluation team committee and will be based on the submitted proposal materials and other criteria identified below. Green Bay’s Public Arts Commission and Common Council will need to approve the winning design artist(s)/team.

2.4 Site Visit

Each Vendor wishing to submit a proposal shall visit the site for inspection to view the scope of work & specifications. Vendors shall be responsible for all items identified in the specifications as well as additional items that may be identified. Before submitting a Proposal for this work, the Vendor shall examine the project area and familiarize himself/herself with the location and specifications, to determine for him/her the difficulties that will be encountered in the pursuit of the work.

2.5 Potential Materials and Amenities

The Green Bay Public Arts Commission is interested in a mural utilizing materials that are permanent, durable, and vandal-resistant and require minimal maintenance. Amenities and materials for the Shipyard Underpass Art project include: 1) large expanses of vertical concrete pillars 2) riverfront views; 3) The Shipyard development.

2.6 Conceptual Requirements

The artwork must conform to zoning requirements and public safety standards and address issues of vandalism and maintenance to the City's satisfaction.

2.7 Eligibility Criteria

Refer to [Artist/Proposers Requirements](#) below. The competition is open to artists or design teams who have the vision and skills required to complete the art commission within the timeline to the highest standards of artistic innovative and technical expertise and are willing to interact with the community and engage the community throughout the development of the project (design, input, installation, etc.)

The Green Bay Public Arts Commission requires individuals or teams with skills and experience commensurate with the responsibility of successfully completing a major outdoor public artwork with a substantial budget.

2.8 Budget and Honorarium Design Fee

Honorarium for Design Fee

Up to eight (8) artists may be selected as semi-finalists to submit site specific proposals for the second phase of the selection process and will be eligible for a \$500 honorarium budget to include design fee, presentation materials, travel expenses, mandatory site meetings (may occur virtually), presentations and other meetings as necessary, and promotion upon completion.

Art Commission Budget for Site Specific Work

Funding is provided in part by the City of Green Bay Redevelopment Authority's Community Development Block Grant fund and in part from a grant received from the National Endowment for the Arts. The total budget for this project is \$80,000, and shall cover all costs associated with design, artist fees, transportation, permitting, installation, presentation, applicable insurance required of the Artist, tools, engineering and safety review, materials, labor and all related costs required for the completion and installation of the artwork.

2.9 Artist/Proposers Requirements

Proposer must be in the business of artwork for the past three (3) years.

Proposers must supply references of three firms/municipalities to which similar artwork have been provided during the past three (3) years to a comparable-sized municipality, institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form F to list references.

2.10 Insurance Requirements

Located in Standard Terms & Conditions. Awarded artist must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+, and signed by an authorized agent.

2.11 Term

Refer to Standard Terms and Conditions Document

2.12 The Shipyard Park Concept Drawings

The Shipyard park concept contains a multiuse great lawn, a fenced dog park, an interactive play fountain ("splash park"), a playground, an urban beach, walking paths, a shipping container park, and a number of ways to interact with the waterfront including a fishing wharf, kayak launch, and marina.



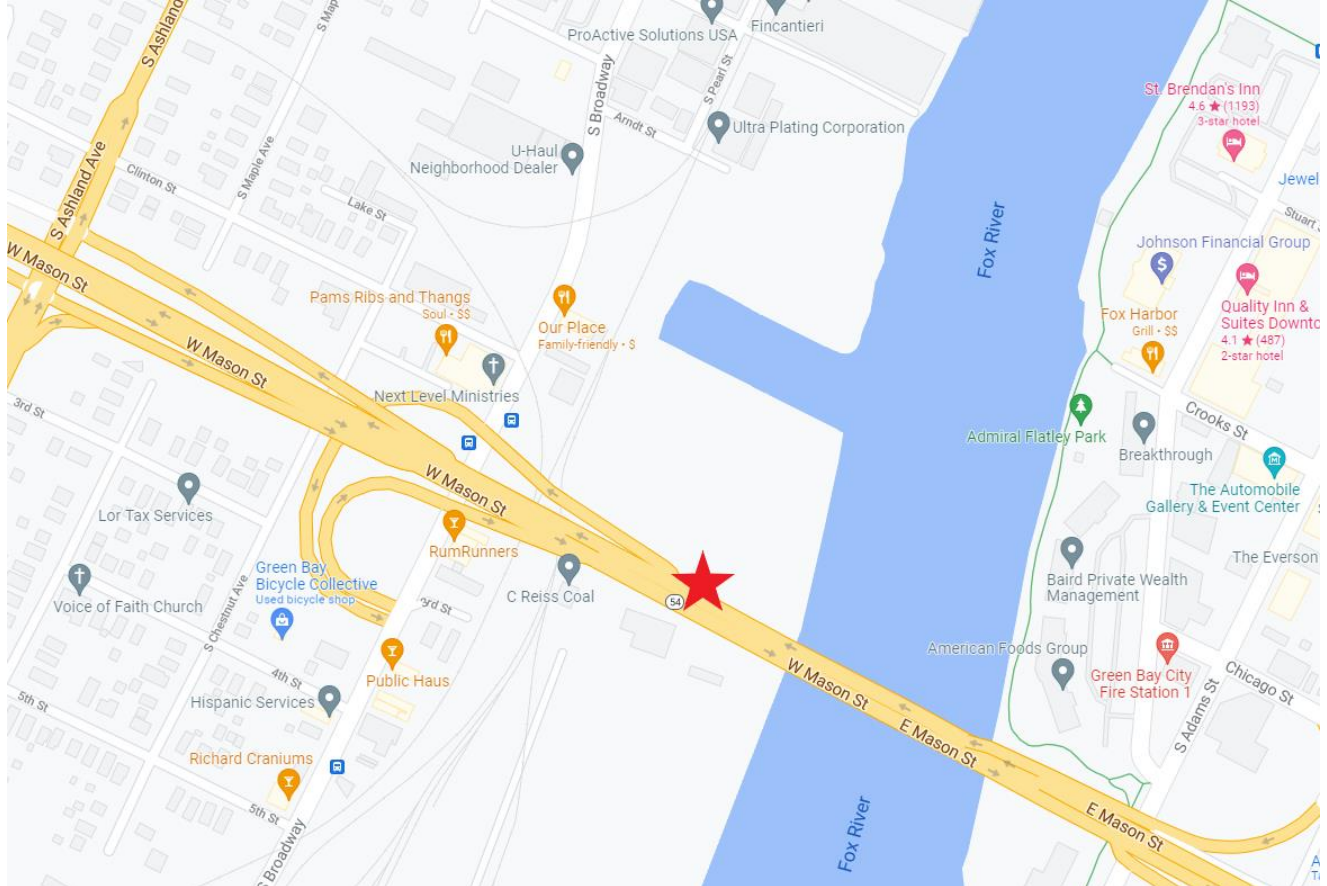
GREEN BAY SHIPYARD

AERIAL PERSPECTIVE

Southern portion of The Shipyard with adjacent parking structure located under W. Mason Street.



Conceptual design for The Shipyard with proposed parking design area filled in with grey, pink and light yellow.



Google maps image showing location of the parking structure next to The Shipyard.



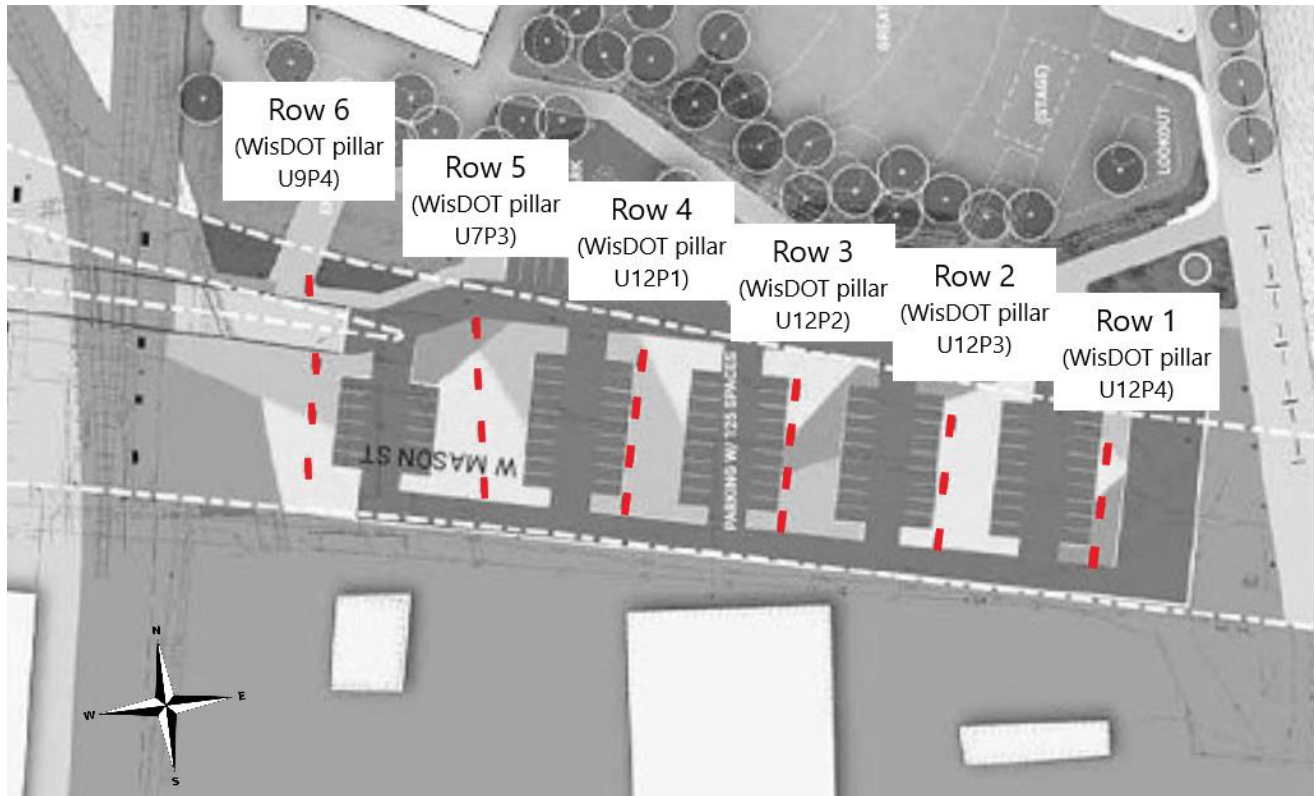
Conceptual design alongside Google maps image outlining proposed project location of Shipyard Underpass mural.

2.13 Specific Project Locations: (Red areas indicate potential mural locations).



Highlighted areas in red indicate potential areas of focus. Row #1 closest to the river looking southeast

The area chosen for this art installation is on the vertical support structures adjacent to the Shipyard site located under the Mason Street (Don A. Tillman) Bridge. The support structures of focus begin along the west bank of the Fox River and stretch towards Broadway. The project focus is on twenty-two (22) vertical support pillars constructed of concrete each measuring roughly 3'x8'x18'. The area is currently utilized for light industrial purposes and parking. The east and west faces of the 22 pillars have been identified as the primary areas of focus for enhancement. Each pillar face measures roughly 8' x 18' and have been highlighted in red to indicate potential areas for mural placement. All or a portion of each pillar face may enhanced to activate the area. The smaller north and south faces of the pillars (3'x18' faces) will be addressed at a later date with volunteer and community stakeholder assistance.



Detail of conceptual design with pillars highlighted in red and rows labeled #1 - #6. WisDOT labels in ().



View closest from the river edge looking southwest over the project area of focus – Pillar rows #1 - #6 highlighted. Pillar row #1 closest. City of Green Bay photo.



Panorama image compiled to show first two rows of pillars nearest the river's edge. View looking east. City of Green Bay photo.



View looking southwest. Pillar row #4 closest in this image. City of Green Bay photo.



View looking west. Pillar rows #4 – #6 highlighted. City of Green Bay photo.



View looking west. Pillar rows #5 - #6 highlighted. City of Green Bay photo.



View looking west. Pillar row #6 highlighted. City of Green Bay photo.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

- a. Form A- Signature Affidavit
- b. Form B- Receipt of Forms and Submittal Checklist
- c. Form C- Vendor Profile Information
- d. Form D- Designation of Confidential and Proprietary Information
- e. Form E- Cost Proposal
- f. Form F- References
- g. Image List

**CITY OF GREEN BAY
REQUEST FOR QUALIFICATIONS
RFP #2022-09**

City of Green Bay – Public Art – Shipyard Underpass Place Making Murals

IMAGE LIST

Artist Name: _____

Email Address: _____

Image file #	Artist	Title of Work/Client	Budget	Year Completed	Approx. Dimensions	Medium



Form A: Signature Affidavit

RFP #: 2022-09

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 2022-09

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Designation of Confidential and Proprietary Information		
Form E: Cost Proposal		N/A
Form F: References		N/A
Image List		
Proposal Submittal including all artwork etc.		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFP #: 2022-09

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



Form D: Designation of Confidential and Proprietary Information

RFP #: 2022-09

This form must be returned with your response.

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

*NOTE: Proposers are cautioned that the **ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative) Telephone Number E-mail

Name (Please Print) Company Name

Date Title

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.



Form E: Cost Proposal

RFP #: 2022-09

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Item No.	DESCRIPTION OF ITEMS	Unit Cost	Extended Cost
TOTAL COST			

Questions:

1. What is the lead time after notice to proceed? _____.

COMPANY NAME



Form F: References

RFP #: 2022-09

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			



3.1 Appendix A

City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

1. **Bid Selection.** This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
3. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
4. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
5. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
6. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
7. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
8. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City

with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

9. Cancellation/Termination.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

10. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

11. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

12. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

13. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

14. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.

15. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

16. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.

Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.

F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is 008-0000428893-07.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by

Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.

Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

Insurance Requirements.

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not

contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **ADDITIONAL PROVISIONS**

- * **Additional Insured** – On the General Liability Coverage, City of Green Bay, Green Bay Redevelopment Authority and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
- * **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.
- * **Notice** - City of Green Bay requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Risk Management
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.

Warranty of Materials and Workmanship.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Software & Technology Purchases.

Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.

Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.

Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.

Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

City of Green Bay CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be insert date. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**
This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.
10. **EXTRA SERVICES.**
The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.
11. **NO WAIVER.**
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **NONDISCRIMINATION.**
During the term of this Contract, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
13. **SEVERABILITY.**
It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
14. **NOTICES.**
All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:
- FOR THE CITY:
- Procurement Manager, Purchasing Department
-
- 100 North Jefferson St. Room 101
-
- Green Bay, WI 54301
-
- FOR THE CONTRACTOR:
-
-
-
-
-
15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**
The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.
- Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment.** The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.
16. **GOODWILL.**
Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.
17. **THIRD PARTY RIGHTS.**
This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

22. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELATION/TERMINATION.**

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- c. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

2. **BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- C. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

5. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease - Each Employee

6. **ADDITIONAL PROVISIONS**

* **Additional Insured** – On the General Liability Coverage, City of Green Bay, Green Bay Redevelopment Authority and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Risk Management
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. **CONFIDENTIAL INFORMATION**

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. **OPEN RECORDS**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the “Documents”), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**
Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
31. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
32. **COUNTERPARTS, ELECTRONIC DELIVERY.**
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

Don Rimx Previous Work Samples + Resume

Theme: For this project it is important to be able to connect with the communities that make up this city and arouse the curiosity in the people who visit. This is an opportunity to create images that remind us of the history of this territory using symbolic elements. Our goal is to create a visual tour that fills onlookers with inspiration while simultaneously harmonizing with the architecture of the structure.

Engagement: We propose engaging with community leaders, stakeholders, and members of Green Bay to gain much needed in depth knowledge of Green Bay's history and iconic elements. Representation matters the most for retaining a community's history and culture and we plan on making sure our process is inclusive, accurate and collaborative.

We envision a traditional mural painting that will cover the vertical support structures east and west faces. There will be color harmony that fills both pillar faces utilizing contemporary and cultural patterns significant and representative of Green Bay's history. The use of Green Bay's nature, wildlife, history, and culture will provide us with the right inspiration and elements to produce a world class work of art.

Don Rimx Previous Work Samples + Resume



5 Ogden Murals, 2021, each measuring 40' x 50', acrylic on concrete.



Nelson Mandela, 2017, 30'x80', spray paint on brick.

Don Rimx Previous Work Samples + Resume



Sangre Indigena, 2020, 40'x30', spray paint on concrete.

Don Rimx Previous Work Samples + Resume



Sueños Naranja, 2021, 85'x60', acrylic paint on concrete.

Don Rimx Previous Work Samples + Resume



Serenity, 2017, 18'x250', spray paint on concrete.

Don Rimx Previous Work Samples + Resume

Edwin David Sepúlveda aka DON RIMX

EDUCATION

1999 – 2005 B.F.A. Escuela de Artes Plasticas, San Juan, Puerto Rico

SOLO EXHIBITIONS

- 2011** *16 Barras Viejo San Juan, Collaborative Project*, Don Rimx & Alex Seel, La Campechada, Museo de Arte de Puerto Rico, Plaza Colon, PR
16 Barras Collaborative Project, Don Rimx & Alex Seel, The White Train, Space on White, New York, NY
16 Barras The Beginning, The White Train & DIS Micro Gallery, Dumbo Gallery Walk
- 2010** *Art Trek*, La Sala Gallery/Cafe, New York, NY
Supel Tuff, Fresthetic, Brooklyn, NY
- 2008** *Character*, Galeria Comercial, Santurce, PR
Sabemo Lo Tuyo, Labs Project Circa '08, San Juan, PR

GROUP EXHIBITIONS

- 2022** *Onija*, Orlando Museum of Art, Orlando, FL
- 2021** *The Art at the Table*, Museum of Graffiti, Miami, FL
- 2020** *Construct*, Mennello Museum of American Art, Orlando, FL
- 2018** *Triptipico*, Bayamon, PR
Un Caballo, Bayamon, PR
- 2017** *Cero a Cien*, Bayamon, PR
REBOOT, Queretaro, MX
- 2016** *COLECTIVA MONOPATIN 3*, San Juan, PR
ELEMENTZ, Phoenix, AZ
- 2015** *Becks Urban Canvas*, Miami, FL
The Street Museum Pop-Up Show, New York, NY
BSA Urban Nation Project M/7 Persons of Interest, Berlin, DE
UN Gallery Pop-Up Show, Berlin, DE

TEACHING EXPERIENCE

- 2021** Mural Workshop, The Hive School, Cabrera, DR
- 2017** Mural Workshop, Escuela Melchor Ocampo, Queretaro, MX

Don Rimx Previous Work Samples + Resume

2015 Mural Workshop, Big Brothers Big Sisters of NYC, Queens, NY

2014 Celebrity Teacher, Dream School, Sundance Channel

PUBLIC ART COMMISSIONS

2022 Valencia, Orlando, FL

2021 Sueños Naranja, Orlando, FL

Don Rafa, Lares, PR

Jose “Chico” Lind, Dorado, PR

Makers Mark Remarkable Cities Miami, FL

Birds of Passage, Ocala, FL

La Visión Guiada, Spokane, WA

Perfil Ancestral, Ogden, UT

Mano Trabajadora, Ogden, UT

La Union, Ogden, UT

Mrs. Rodeo, Ogden, UT

Joe McQueen, Ogden, UT

Raza Brava, Bayamon, PR

2020 El Tambor Mayor, Guaynabo, PR

Sangre Indigena, Roxbury, MA

Campesino, Durham, NC

What Happened to Our School, Old Fort, NC

Curiosidad, University of FL, Gainesville, FL

2019 La Cosecha, Old Fort, NC

De Camino al Rio, Loiza, PR

Olor a Azucenas El Perfume Del Barrio, Brooklyn, NY

Mano de Piedra, Panama City, Panama

La Obra “Obi (El Coco)”, Loiza, PR

Siembra y Cosecha, Yauco, PR

2018 Hollywood High School, Los Angeles, CA

Collaboration 101, Oakland, CA

Armonia de Viento, Hialeah, FL

Downtown Traffic Boxes, Odessa, TX

Hartford Paint the City, Hartford, CT

2017 Tato Laviera, Spanish Harlem, NY, NY

Don Rimx Previous Work Samples + Resume

Nelson Mandela, Grove Hall, Boston, MA
Underground at Ink Block, Boston, MA
Walls of Phohoa, Orlando, FL
El Cacique Guerrero, Lynn, MA
Tirando Con Piquete, Salem, MA
El Chaman, Orlando, FL
Nativo Americano, Brooklyn, NY
Tezcatlipocas, Queretaro, MX
Vejigante, Ponce, PR

AWARDS and GRANTS

2019 Americans for the Arts Public Art Network (PAN) Year in Review – Grove Hall
Mural Series – Nelson Mandela Mural, Boston, MA
2017 Quincy/Grove Hall Grant – Nelson Mandela Mural, Boston, MA
Presented with the Key to the City of Lynn, MA
2008 Winners of Graphopoli Urban Art Biennale, Puerto Rico with Art Crew
CoroGrafico

PUBLICATIONS and WEB

2022 *Mural rises on EA's downtown Orlando building, but COVID delays opening day*, Orlando Sentinel, print & web (February 2022)
Mural reveal puts Electronic Arts one step closer to opening day, web (February 2022)
2021 *Downtown Ogden mural project complete: 'It's all about us, all of us.'*, Standard Examiner, print & web (June 2021)
Painting the Town Red, Standard Examiner, print & web (June 2021)
Nueva vida a un centro que rescata vidas, El Nuevo Dia, print & web (April 2021)

Ernesto Maranje Previous Work Samples + Resume

Hi there - my name is Ernesto Maranje. I am a Miami-based painter and muralist. I would love the opportunity to create a mural proposal for the wall at the Shipyard Underpass. When painting a mural, I always hope to bring happiness, beauty and pride to the community.

My work is a way for me to express my curiosity in various flora and fauna as they evolve over time. I'm especially keen on representing birds, bears, apes, and big cats; namely their various species, their evolution, their habitat, and their relationship to other living things.

I've worked on dozens of public arts projects in the past, most of which have focused on nature and the environment, and many of which have had a community engagement component:

- ["Native Song"](#) for the city of North Miami – North Miami, FL. The mural incorporates native plants and animals: an American Goldfinch, a Summer Tanager, a Monarch butterfly, a Miami Blue butterfly, an Atala butterfly, bald cypress trees, bougainvillea and slash pine. Before It's Too Late used augmented reality to help the mural come alive with the "Liberty Gardens AR" app. With the app, you can scan the mural for an augmented reality experience.



- ["Reflections Through Flora"](#) for the City of Ocala's Cultural Arts and Sciences Division – Ocala, FL. This mural was painted in the downtown area of Ocala. It also features Florida wildlife: a Florida black bear, roseate spoonbills, monarch butterflies, bald cypress trees and sabal palms. Plants were installed in the bear's ears and nose, which make this mural a piece of "living" art.



Ernesto Maranje Previous Work Samples + Resume

- ["Curiosity"](#) for Konover South – Miramar, FL. This mural features a Florida panther and a zebra longwing butterfly. While most often a predator, the panther is instead gazing curiously at the butterfly, which represents how we are curious and intrigued by the nature we see all around us.



- ["The Guardian"](#) for aptART – Portland, OR. This mural was painted with aptART in collaboration with p:ear, a non-profit that works with Portland's homeless youth. About 15 kids came and helped complete with mural. It gave them a chance to learn about mural art, and it gave me a chance to meet kids and help pass the love for art onto them.



These experiences have helped develop my craft in countless ways. I've developed techniques to paint faster to meet tight deadlines, painted in collaboration with other artists, and have worked to create multi-faceted murals that incorporated other crafts, like horticulture and fabrication. This has made me more well-rounded, appreciative, and has driven me to learn more about art, different artists, and other communities.

Ernesto Maranje Previous Work Samples + Resume

ERNESTO
MARANJE

artist / muralist



Education

Miami International University of Art & Design (2013 - 2015)

Exhibitions

Solo shows

- "Chrysalis" – Wyn 317 Art Gallery – Miami, FL (2019)
- "Symbiotic Behavior" – Wyn 317 Art Gallery – Miami, FL (2016)
- "Grand Terrarium" – Wyn 317 Art Gallery – Miami, FL (2015)

Group shows

- "Agents of Change" – Goldman Global Arts Gallery – Miami, FL (2021)
- "Wynwood Walls Anniversary 10 Year Retrospective" – Goldman Global Arts Gallery – Miami, FL (2020)
- "This is Now" – Wyn 317 Art Gallery – Miami, FL (2018)
- "humanKIND" – Goldman Global Arts Gallery – Miami, FL (2017)
- "Refuge In Paint: a retrospective of street art with youth in Jordan, Turkey, Iraq, and Syria" Gary Nader Art Centre – Miami, FL (2017)
- "Underground" – GraffitiStreet – Chichester, UK (2016)

Awards

- National Association of Counties (NACo) Achievement Award in Arts, Culture and Historic Preservation for Broward County (2021)
- Named "Best Mural" by Fort Lauderdale Magazine (2021)

Selected Murals

United States

- "Ferdinand" for the City of Odessa – Odessa, TX (2022)
- "FAU Owl" for Florida Atlantic University – Boca Raton, FL (2022)
- "Patch of Heaven" for Patch of Heaven Sanctuary – Miami, FL (2022)
- "Planes of Perception" for Goldman Global Art's Wynwood Walls – Miami, FL (2021)
- "Abuelita" for the Univeristy of Florida – Gainesville, FL (2021)
- "Curiosity" for Konover South – Miramar, FL (2021)

Ernesto Maranje Previous Work Samples + Resume

- "Pets Bring Us Together" for Chewy – Miami, FL (2021)
- "Tropical Triptych" for the Midpoint Bridge – Miami, FL (2021)
- "Reflections Through Flora" for the City of Ocala – Ocala, FL (2020)
- "Renewed Vision" for Florida Power & Light – Miami, FL (2020)
- "Rebirth" for Cirque du Soleil – Fort Lauderdale, FL (2020)
- "Ananda" – Fort Lauderdale, FL (2020)
- "Sentries" for Goldman Global Art's Wynwood Walls – Miami, FL (2019)
- "Native Song," for the city of North Miami – North Miami, FL (2019)
- "Avian Odyssey," for Broward County at Port Everglades – Fort Lauderdale, FL (2019)
- "Falcon" for Allentown's City Center – Allentown, PA (2019)
- "Panther" for Dillard High School – Fort Lauderdale, FL (2018)
- "Mima" for Santa Clara Elementary School – Miami, FL (2018)
- "Tiger" at FAT Village Arts District – Fort Lauderdale, FL (2018)
- "Camillus House" for Camillus House – Miami, FL (2018)
- "Whale" – Dallas, TX (2018)
- "Panda" – Miami, FL (2018)
- "Main Course" for Lighthouse of Broward County – Fort Lauderdale, FL (2018)
- "Florida Wildlife" for Frank C. Ortis Art Gallery & Exhibit Hall – Pembroke Pines, FL (2017)
- "With or Without Us" with the Pangeaseed Foundation – Miami, FL (2017)
- "The Guardian" with aptART – Portland, Oregon (2016)
- "Turtle" for the Downtown Hollywood Mural Project – Hollywood, FL (2016)
- "Peace Nest" for North Hialeah Elementary School – Hialeah, FL (2016)

Abroad

- "Raccoons" with artist Kraser – La Victoria, Spain (2018)
- "Oso" – Cartagena, Spain (2018)
- "Once Upon a Time" with aptART - Athens, Greece (2018)
- "The Rhino and the Oxpecker" with aptART – Beirut, Lebanon (2017)
- "Parents Are Our Homeland" with aptART – Sulaymaniyah, Iraq (2017)
- "Grace" with aptART – Erbil, Iraq (2017)
- "Horse" with ArtUnitedUs – Odessa, Ukraine (2017)
- "Elephant" with ArtUnitedUs – Odessa, Ukraine (2017)
- "Dance for Prosperity," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Songs Of Harmony," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Serenity," with ArtUnitedUs – Kyiv, Ukraine (2016)
- "Camel" with aptART – Kingdom of Jordan (2016)

Ernesto Maranje Previous Work Samples + Resume

Press

2022

- [Go Riverwalk Magazine](#): feature magazine story on page 38
- [Odessa American](#): digital story covering "[Ferdinand](#)" mural

2021

- [beChewy](#): press release covering "[Pets Bring Us Together](#)" mural
- [The Independent Florida Alligator](#): digital story covering "[the Tonic of Wildness](#)" mural

2020

- [Ocala News](#): digital story covering "[Reflections Through Flora](#)" mural
- [ArtBurst](#): digital story covering "[Native Song](#)" mural
- [Medium](#): digital story covering "[Rebirth](#)" mural
- [National Geographic en Español](#): digital story covering Wynwood Walls and "[Sentries](#)" mural
- [City Center Allentown](#): press release covering the "[Falcon](#)" mural
- [Noor Tagouri](#): Award-winning journalist video interview covering art and community

2018

- [Landscape Architecture Magazine](#): magazine story covering the mural "[Main Course](#)"

2017

- [Forbes](#): digital story covering the Johnny Walker Blue Label Miami Edition bottle design
- [Montana Cans](#): digital blog covering "[the Rhino and the Oxpecker](#)" mural
- [Montana Cans](#): digital blog covering [murals painted for World Refugee Day](#)
- [Juxtapoz](#): digital story covering the "[With or Without Us](#)" mural
- [Sun Sentinel](#): digital story covering the "[Florida Wildlife](#)" mural

2016

- [Street Art News](#): digital story covering "[the Guardian](#)" mural

Ernesto Maranje Previous Work Samples + Resume

1. "Ferdinand"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 100'

Location: Odessa, TX

Year: 2022

Lead time: 2 weeks

Budget: \$50k

Client: The City of Odessa, TX / Odessa Arts

Description: The piece features a Texas longhorn, lovingly named Ferdinand. It also includes two bird species native to Texas: a golden cheeked warbler and a barn swallow. The mural makes use of the building's structure by incorporating an anamorphic design that wraps the bull around the corners of the garage.

Learn more: <https://www.maranje.com/projects/odessa-longhorn>



Ernesto Maranje Previous Work Samples + Resume

2. "Curiosity"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 20' x 40'

Location: Miramar, FL

Year: 2021

Lead time: 3 weeks

Budget: \$24k

Client: Konover South

Description: The piece features Florida wildlife, namely a Florida panther and a zebra longwing butterfly. While most often a predator, the panther is instead gazing curiously at the butterfly, which represents south Florida's residents and how we are curious and intrigued by the nature we see around us.

Learn more: <https://www.maranje.com/projects/miramar-park-place>



Ernesto Maranje Previous Work Samples + Resume

3. "Abuelita"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 20' x 100'

Location: Gainesville, FL

Year: 2021

Lead time: 2 weeks

Budget: \$20k

Client: The University of Florida

Description: The mural was painted for the University of Florida's Institute of Hispanic-Latino Cultures. It features an abuela/grandmother in her garden surrounded by plants and animals, which each represent a Latin American or Hispanic country.

Learn more: <https://www.maranje.com/projects/abuelita>



Ernesto Maranje Previous Work Samples + Resume

4. "Rebirth"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 40'

Location: Ft. Lauderdale, FL

Year: 2020

Lead time: 1 week

Budget: \$5k

Client: Cirque du Soleil

Description: The mural depicts a Cirque du Soleil performer as a phoenix to celebrate their show, Alegria. The mural was created during Fort Lauderdale's Art and Design Week.

Learn more: <https://www.maranje.com/projects/cirque-du-soleil-alegria>



Ernesto Maranje Previous Work Samples + Resume

5. "Renewed Vision"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 8' x 150'

Location: Wynwood, FL

Year: 2020

Lead time: 2 weeks

Budget: \$15k

Client: Florida Power & Light (FPL)

Description: The mural was painted for Florida Power and Light's (FPL) new battery storage facility in the heart of Wynwood, Miami. It features a panther and flamingo gaining energy from the sun and solar panels.

Learn more: <https://www.maranje.com/projects/renewed-vision-fpl>



Ernesto Maranje Previous Work Samples + Resume

6. "Reflections Through Flora"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 70'

Location: Ocala, FL

Year: 2020

Lead time: 4 weeks

Budget: \$40k

Client: The City of Ocala, FL / The City of Ocala's Cultural Arts and Sciences Division

Description: The mural features lots of vibrant Florida wildlife: a Florida black bear, roseate spoonbills, monarch butterflies, bald cypress trees and sabal palm trees. Trellises were installed to hold plants, making the mural three-dimensional and turning this piece into "living" art.

Learn more: <https://www.maranje.com/projects/reflections-through-flora>



Ernesto Maranje Previous Work Samples + Resume

7. "Native Song"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 30' x 90'

Location: North Miami, FL

Year: 2019

Lead time: 4 weeks

Budget: \$15k

Client: The City of North Miami, FL

Description: The mural depicts a delicate Florida ecosystem including two birds, an American goldfinch and a summer tanager, along with various Florida butterflies, bees and flora. An augmented reality app, "Liberty Gardens AR," was also created to help the mural come to life and educate visitors.

Learn more: <https://www.maranje.com/projects/native-song>



Ernesto Maranje Previous Work Samples + Resume

8. "Falcon"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 60' x 50'

Location: Allentown, PA

Year: 2019

Lead time: 2 weeks

Budget: \$15k

Client: The City of Allentown, PA / City Center Allentown

Description: A falcon was painted for City Center Allentown for Downtown Allentown's Artswalk project. The 60-foot bird was painted on the Sovereign building.

Learn more: <https://www.maranje.com/projects/falcon>



Ernesto Maranje Previous Work Samples + Resume

9. "Avian Odyssey"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 475' x 1,000'

Location: Fort Lauderdale, FL

Year: 2019

Lead time: 8 weeks

Budget: \$90k

Client: The City of Fort Lauderdale, FL / The Broward County Cultural Division / Port Everglades

Description: The mural was painted 1,000 feet high on the Harbormaster Tower of Port Everglades. It features two bird species native to south Florida: the ruby-throated hummingbird and the American white ibis. The mural was the 2021 winner of the NACo Achievement Award in Arts, Culture and Historic Preservation for Broward County. It was also named Fort Lauderdale Magazine's "Best Mural" of 2021.

Learn more: <https://www.maranje.com/projects/port-everglades>



Ernesto Maranje Previous Work Samples + Resume

10. "Serenity"

Medium: Spray paint and exterior latex paint on building façade

Dimensions: 175' x 50'

Location: Kyiv, Ukraine

Year: 2016

Lead time: 2 weeks

Budget: n/a, for non-profit

Client: ArtUnitedUs / The City of Kyiv, Ukraine

Description: The 16-story mural was painted along with two others as a part of an arts revitalization project with ArtUnitedUs for the city of Kyiv after the conflicts of 2014.

Learn more: <https://www.maranje.com/projects/artunitedus>



Mz.Icar Previous Work Samples + Resume

Mz. Icar is an anonymous art collective comprised primarily of Black Women. Our name is racIzM, backward. Our members comprise of an Illustrator, Photographer, Designer, Prop stylist, Street Artist, and Collage Artist. We started this collective to create works that celebrate Women, Global Blackness, and Play. We create narratives in the form of geometric mixed-media street art and fine art that explore histories and imagine the best-case scenario future from the perspectives of women and people of color.

Our work has been exhibited at Pyramid Hill Museum in OH, MINT Gallery Atlanta, Culture House DC, Welancora Gallery, The Leroy Neiman Gallery, Westwood Gallery, i-20 Gallery, WNYC Radio's Green Space, Rush Gallery, Andeken Gallery, SXSW and the Manifest Hope Art for Obama Democratic Convention Gallery Exhibition. We have done site-specific installation work at Etsy's HQ, Publicis, and branded art projects for Ms. Lauryn Hill's world tour, Essence magazine and Nickelodeon. Our Value series was included in the 2020 Photoville Exhibition, Downtown Brooklyn. We are cohorts of Philadelphia's 2021 Fellowship for Black Artists, Presented by Mural Arts Philadelphia.

Our mural projects are as follows:

'Imagine' Luna Park , Coney Island, Brooklyn NY Mar 2022

'We Are Culture', sponsored by BET, Philadelphia PA Oct 2021

'Together' City Of Boston Transformative Mural, Boston MA Oct 2021

'STAY UP' The Myrtle Avenue BID, Brooklyn NY Jun 2021

'Visionary' New York University, CMEP Building, New York NY 2018

'SEE ME' Cambridge BID in partnership with Street Theory gallery, Cambridge MA Oct. 2020

'Side By Side' The YWCA, Wocester, MA Jan 2021

'Fluidity' Seismique, Houston TX June 2021

'Visionary In You' Solid Black Project, sponsored by Doritos in Philadelphia PA 2021



*We are legally structured as an LLC. If selected to participate legal names will be provided on a need-to-know basis.

Mz.Icar Previous Work Samples + Resume



Title: FLUIDITY

Contribution: Lead Artist

Location: Seismique, HOUSTON TX, 2021,

Size: 43 ft x 29 ft

Medium: Spray Paint on a Concrete Wall with Mural Cloth

'Fluidity' is a piece that honors the legacy and journey of the ancestors; it was created in celebration of Juneteenth

Mz.Icar Previous Work Samples + Resume



Title: FLY 2.0

Contribution: Lead Artist

Location: Brooklyn Children's Museum, Brooklyn NY, 2022,

Size: 55 in x 70 in

Medium: Mixed Media Illustration

The future is what we make, manifest, dream, put intention and or action into combined with the will of the universe. This piece represents that growth journey and possibility. It's a stoic unyielding recentring of power and value.

Mz.Icar Previous Work Samples + Resume



Title: SEE ME

Contribution: Lead Artist

Location: 541 Mass Ave behind Rev Clinics Cambridge MA Painted in Oct 2020 Budget: \$10000

Size: 15 ft x 45ft

Medium: Spray Paint on a Concrete Wall with Mural Cloth

"It is a reminder to walk with eyes open. Through color and composition, this piece explores the positive impact of representation and the lasting inspirational value of being able to see oneself iconically depicted"

Mz.Icar Previous Work Samples + Resume



Title: Side By Side

Contribution: Lead Artist

Location: YWCA, Worcester, MA, 2021,

Size: 5' 8 1/3" hgt. x 13' 5 1/2"

Medium: paint and Mixed Media Illustration and photography, on canvas

'Side-By-Side' is a visual tribute to Linda Cavioli's service and commitment to the YWCA's mission of eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. It is a bright, empowering, and bold celebration of her contributions and serves as a reminder of the YWCA's goals and values.

Mz.Icar Previous Work Samples + Resume



Title: Since Day

Contribution: Lead Artist

Germantown, Philadelphia PA

Size: 16.5 ft tall X 36ft wide Medium: Oil paint on Cinderblock wall

'Since Day', is an exploration of rhythm and movement. A visual depiction of the grit, flow, and beautiful connections that swirl throughout Philadelphia.

Mz.Icar Previous Work Samples + Resume



Title: STAY UP

Contribution: Lead Artist

Location: On Myrtle Ave in Fort Greene Brooklyn, NY Budget \$5000

Size: 8 ft tall X 21ft wide

Medium: Mixed Media paint on wall

This piece was created as an offering to the Ft Green Community and a reminder to root and find buoyancy in navigating life.

Mz.Icar Previous Work Samples + Resume



Title: The Full Set

Contribution: Lead Artist in collaboration with Kendra Stepp-Davis

Location: Mobile Sculpture - pictured in Brooklyn NY

Size: 20ft hi x 6 ft wide x 6ft

Medium: Photobased inflatable

'Full Set' is a playful origin story that plays with the complex intersectionality of American Culture. It creates a reason to (socially distantly) gather, connect, and celebrates Blackness. Kendra Stepp Davis and I created this piece for the Culture Rooms as a way to connect with authentic self engage with play and creativity.

Mz.Icar Previous Work Samples + Resume



Title: Together

Contribution: Lead Artist

Location: Boston, MA 2021

Budget \$75,000

Size: 15ft high x 75ft wide

Medium: Spray Paint on a Concrete Wall with Mural Cloth

'Together' is a colorful love letter that serves as a reminder that we are connected, valuable, and on a journey. We had the privilege and honor to meet with the staff and guests of the Engagement Center, hear their stories, hopes for the future, and learn about how this future is coming to fruition. The concept of meeting people where they are at is a strong example of radical love. We attempted to channel this into the piece in question via the creation and engagement portion of the project. For the engagement component, we met with both staff and guests and posed the question, "How would you like to feel upon entering the 'Engagement Center?'" Within the responses, there was a strong focus on the community, togetherness and relief. We decided to use the words 'Together' and 'Relief' to create a colorful beacon that embodies those feelings in a buoyant manner.

Mz.Icar Previous Work Samples + Resume



Title: Visionary In You

Contribution: Lead Artist

Location: Philadelphia PA, 2021,

Size: 9ft x 50ft

Medium: Mixed Media Illustration, vinyl on glass

This piece was commissioned by Doritos. It's a reminder of space, proximity and our obligations to each other. The way folks connect with spaces is very important. These spaces are/were designed. they are/were intentionally created for various uses and when they fall into decay ruin or abandonment it's important that we understand that these can be repurposed. It's also imperative to know that the same applies in our own personal communities and spaces. The visionary in you is a recognition of each other and our best selves. It's a celebration of connection.

Mz.Icar Previous Work Samples + Resume

{EXPERIENCE}

2018-Present

Mz.Icar LLC Collective Brooklyn, NY and Philadelphia, PA: Artists

Projects include exhibitions, public installations in NYC, Murals on NYU's campus, Myrtle Ave, Brooklyn NY, Seismique Mural in Houston TX and Downtown Cambridge, MA Mural as well as producing conceptual art and art direction for Ms. Lauryn Hill's World Tour.

2007-2018

Junkprints: Brooklyn, NY and Philadelphia, PA: Artist/Maker

Mixed media work exploring the generalization and categories. The art is comprised of 3D collage, mixed media illustrations as well as had cut paper, and installations. The main venture of Junkprints is mixed media art. Offshoots of Junkprints include a blog, product development, showcase events, visual installations and prop making for other brands, including InStyle Magazine, Nine West, Nickelodeon, Pepsi, and Etsy.com.

2005-Present

Photographer: Brooklyn, NY

Commercial photographer. clients include Revlon, L'Oreal, Essence Magazine, Creme of Nature, Bombas and Tarte Cosmetics

2006-2007

Guild Visual Works: Brooklyn, NY: Art Director

Select work and duties included managing a small team of production artists, budgeting projects and maintaining time lines for the following clients and projects.

{EDUCATION}

2016 Philadelphia Mural Arts Training Program

2004 Ryerson University, Photography/Graphic Communications, B.F.A. Honors

2001 Ontario College of Art and Design, Visual Arts Foundation Studies

2000 Arts Students League of Denver, Drawing/Painting

1999 New York School of Visual Arts, Photography Summer Program Scholarship

{KNOWLEDGE}

Tactile Skills: Freehand and digital Illustration, painting, prop building, sewing and sourcing, color, typography, Digital and Analog Photography

Software Skills: Photoshop, Illustrator, Indesign, Dreamweaver, Microsoft Office, Wordpress, CSS

Mz.Icar Previous Work Samples + Resume

{EXHIBITIONS}

- 2021 'Represent' (March 2022-April 2022) Paradigm Gallery curated by Ginger Rudolph, Philadelphia PA
- 2021 'Sweet Discord' (July 31 to September 25, 2021) MINT Gallery's 8th Annual Juried Exhibition curated by Lauren Jackson Harris and Daricia Mia DeMarr of Black Women In Visula Arts, Atlanta GA
- 2021 'Philadelphia Mural Arts Black Fellowship Cohort Group show' Rush Gallery, Philadelphia PA, Curated by Ginger Rudolph and Noah Smalls
- 2021 'Love This Time' curated By Atiba T. Edwards, Myrtle Ave Brooklyn Partnership, Store window Exhibition (Feb)
- 2021 'UNRAVELED: Confronting The Fabric of Fiber Art' Group Show, Untitled Gallery, NY, NY Curated by Indira Cesarine
- 2020 'VALUE: In Terms of Iconography, Brooklyn, NY photo series selected PhotoVille Festival (Sep-Nov)
- 2018 'a map for this place: 43°73 n, 79°61 w' Group Show, Curated by Safia Siad, Humber College's North space & L Space Galleries, Toronto Ontario (Sep-Oct)
- 2017 'Taking Shape' NU Hotel, Brooklyn, NY in conjunction with the Gowanus Open Studios (Oct-Dec)
- 2017 'Hands On Love' Group Show, Curated by Charlotte Mouquin and Richie Richardson, The Living Gallery, in conjunction with the Bushwick Open Studios, Brooklyn, NY (Sep)
- 2017 '#ElectricRainbowDaydreams' Solo Show Curated by Daricia Mia DeMarr, Welancora Gallery, Brooklyn, NY (Jun-Aug)
- 2016 'Explorations In Nude' Solo show Pyramid Hill Sculpture Park and Museum (Oct. and nov.)
- 2016 'The Art of Her Story' Group Show Curated by Ivy Jones, Welancora Gallery, Brooklyn NY (Mar-Jun)
- 2014 'Women's Work' Group Show Curated by Misha McGlown, LeRoy Neiman Art Center, New York, NY (Mar.)
- 2014 'Black Future Month' Group Show Curated by Danilo McCallum, Toronto ON (Feb.)
- 2014 'Black Artstory Month 2014' Curated by Daonne Huff, Brooklyn, NY (Feb.)
- 2013 'Curate NYC' Online Exhibition Curated by Danielle Burns-The Houston Museum of African American Culture (Dec.)
- 2013 'NYC25' Westwood Gallery, New York, NY (my project 'The NYC Future Project' won Best of show) New York, NY (Oct.-Nov)
- 2012 'Guaranteed' solo show, Redding Gallery Wilmington DE (Feb)
- 2012 'Black Hair: Black Identity' Group Show Curated by Peridot Smith exhibition at Iona College, New Rochelle, NY (Jan-Feb)
- 2012 'Currency' Supernova Gallery, Curated by Brian Tate and sponsored by The Queens Arts Council, Queens, NY (Jun)
- 2011 'Make Skateboards' Curated By Scott Ogden and Jonathan Lavoie, I-20 Gallery, New York, NY (Jul-Sept.)
- 2009 'Voices from the Boroughs' WNYC Radio's Greene Space, New York, NY
- 2008 'Manifest Hope,' for the Democratic Convention, Andeken Gallery, Denver, CO
- 2004 * "Good Housekeeping," Samuel J. Zacks Gallery, York University, Toronto ON
- 2004 * "Good Housekeeping," Ryerson 3rd Floor Gallery, Toronto ON
- 2000 "Is Hip Hop Dead?," Ontario College of Art and Design Gallery, Toronto, ON

{PUBLIC ART & MURALS}

- Imagine 2022 Brooklyn, NY, Commissioned by Luna Park Coney Island
- TOGETHER' 2021 Boston, MA, Commissioned by the City of Boston
- 'Since Day' 2021 Philadelphia, PA Solid Black Project Mural sponsored by BET
- 'Visionary In You' 2021 Philadelphia, PA BET Black Canvas Mural Project, sponsored by Doritos
- 'STAY UP' 2021 Brooklyn, NY Myrtle Ave Business Improvement District Mural in Partnership curated by Atiba T. Edwards
- 'Fluidity' 2021 Houston TX, Seismique Museum Mural
- 'Empathy' 2020 Brooklyn, NY Art on public trash receptacles throughout downtown Brooklyn curated by FOKUS
- 'SEE ME' 2020 Cambridge, MA Business Improvement District Mural in Partnership with Street Theory Gallery
- 'VISIONARY' 2018 New York, NY New York University CMEP Mural

Yulia Avgustinovich Previous Work Samples + Resume

Letter of Interest

I am writing this letter to you to express my interest to create murals on the vertical support structures for the Don A. Tillman Bridge next to The Shipyard.

- I've been a muralist for more than 15 years and have had over 10 years of art education. Throughout my public art career, I've created dozens of large-scale public art projects, handled large budgets, and managed hundreds of volunteers. I worked with municipalities, universities, recreational centers, art funds, and the private sector all over the United States always delivering the artwork in a timely manner, within a budget, and in the highest quality possible.

I've created numerous projects with the collaboration of other artists, and members of surrounding communities with varying levels of art skills. I have ample experience working with very large groups of people, making the process fun and successful. In the last few years, I've had many projects evolving community engagement. Volunteers have helped me paint murals, and have been engaged in the creation of the designs.

- Nature is my main topic of inspiration. I love every aspect of its flora and fauna. With my murals, I want to bring nature back into our concrete cities. Cheerful and bright colors of flowers and greenery of leaves bring joy and warmth to the mural's onlookers even in the winter months. I love the intricacy of each flower and its smallest petals and leaves. With my art, I try to convey its complexity and its beautiful essence. Working on my murals, even the largest of them; I use the smallest brushes to paint intricate details. I want my murals to be similar to nature, how the largest trees consist of the smallest leaves and tiny veins, beautiful from far away, but also alluring to look at up close.

In my public works, I create timeless, original, site-specific projects. I combine artistic self-expression with the needs of the community for which I'm creating the art.

I love creating powerful murals that no one can pass by untouched. I've found that my true passion lies in bringing art out of galleries and studios and making it accessible to everyone. I am a lifelong believer in the magic of art and how one mural the capacity to beautify extremely large areas, can improve the feel of the community, make it safer, and more beautiful, brings people together, and help communities to thrive. That's why I'm so excited to make a mural for this project. My painting will inspire and uplift, it will bring joy and delight to people's lives, will create a sense of identity, for the Shipyard, and help it become a truly enjoyable place where people can experience art daily.

- My approach to creating a piece of art for this project is to unite every unique aspect of a place by studying the surroundings and getting to know the context, history, community, traditions, culture, nature, and architecture of the place. I'd like to have input from the community regarding the cornerstone facts, figures, and elements of the area, and what people would most like to see featured on the murals. By artistic means and professional knowledge, I'll combine all this information and characteristics to work together in a harmonious and organic mural that will become a memorable landmark and pride of the community.
- I'd like to involve people from the surrounding community in painting the mural both directly on the wall and on parachute cloth. The areas of the mural that are easily accessible from the ground will be painted with volunteers directly on the wall. Some areas of the mural, the most alluring to the community members but that are too high off the ground and not safe for them to paint, I plan to paint with them on parachute cloth on the ground/ off-site. These pieces later will be

Yulia Avgustinovich Previous Work Samples + Resume

installed on the bridge structures. With some touchups and the mural painted around them, the piece will be cohesive and complete, even after many artists will have participated.

My strong team leadership, experience, and expertise through professional education and lengthy career as a mural artist, effective communication skills, responsibility, attention to detail, and high level of competence ensure the success and celebration of this project.

I am very grateful for the opportunity to create a design proposal for the Downtown Runnemedede mural and demonstrate to you how my artistic vision will beautify the space, support and enhance the local community.

Mural installation process and maintenance

The mural will be painted directly on the wall of the building. Prior to painting, the wall will be prepared by removing any peeling or cracking of paint and cleaned from any dust and debris. The mural then will be painted using the best-in-class exterior acrylic paint. After the mural will be finished a protective layer of anti-graffiti, UV, and chemical protective coating from Sherwin Williams will be applied. To clean the mural from dirt or graffiti it should be cleaned with water or power-washed.

Yulia Avgustinovich Previous Work Samples + Resume



Mural for Alexa Rose Foundation, Boise, ID, 2021, 80'x120', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Murals on panels, Batesville, IN, 2021, 15'x110', exterior acrylic paint on aluminum composite panels.

Yulia Avgustinovich Previous Work Samples + Resume



Floral mural for CRE8IV Mural Festival, Rockford, IL, 2018, 30'x95', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Mural on the façade of Pennyroyal Restaurant, Mount Rainier, MD, 2020, 16'x105', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Floral mural for CRE8IV Mural Festival, Rockford, IL, 2021, 21'x120', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



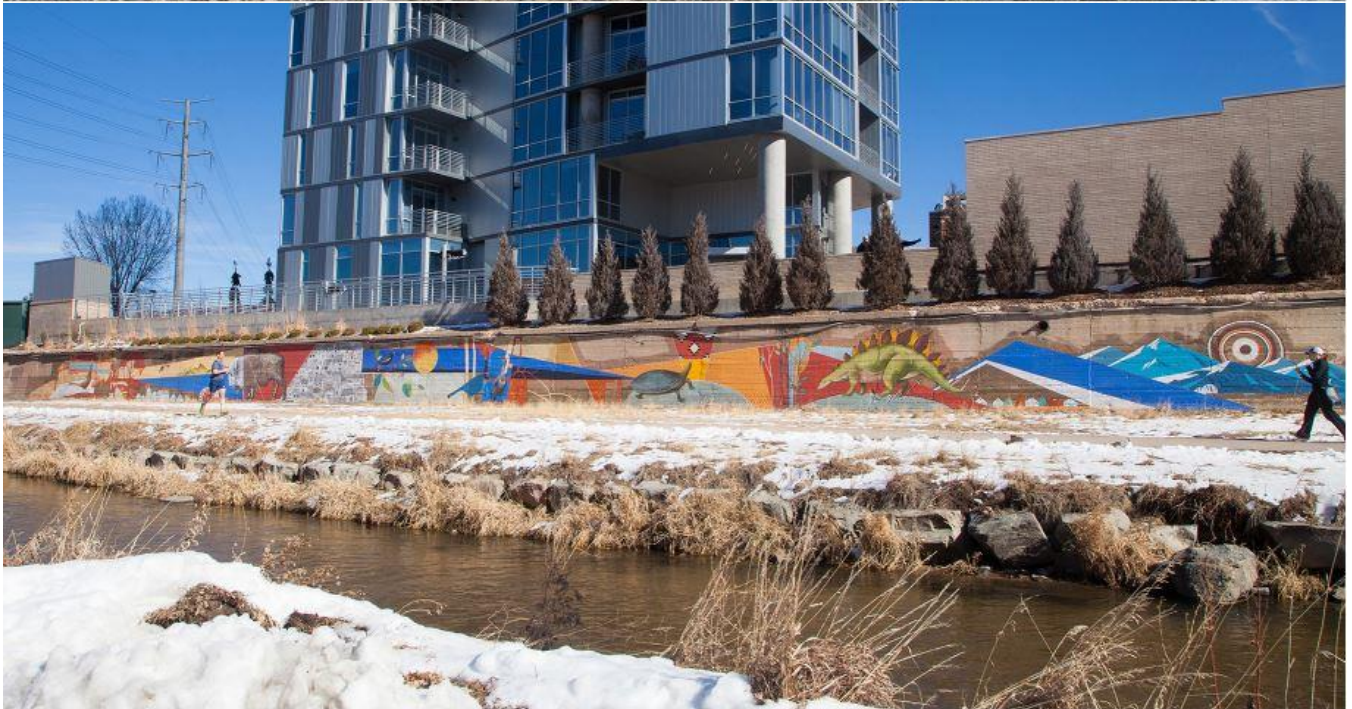
Natural mural along Sand Creek Trail, Denver, CO, 2020, 13'x310', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Underpass mural, Longmont, CO, 2018, 6'x180', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Symbolic mural for Graffiti Prevention Fund, Denver, CO, 2018, 10'x80', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Mural on Vogel Plaza, Medford, OR, 2018, 33'x90', exterior acrylic paint.

Yulia Avgustinovich Previous Work Samples + Resume



Two street block ground mural, Aurora, CO, 2016, 19'x4,000', exterior acrylic street-marking paint.

Yulia Avgustinovich Previous Work Samples + Resume

Resume

EDUCATION

1999 - 2004

Belarusian College of Art in Minsk

Graduated with honors with a specialty in art education, art history and classic painting and drawing

2005 - 2011

Saint-Petersburg (Russia) Academy of Arts

Graduated with honors in Monumental and Public art with a specialty in mural painting and design, fresco, mosaic, and stained glass

PUBLIC ART PROJECTS

November – December 2021

Textured Wall Art for Adams county building, Brighton CO

August 2021

“Tales of Our Town” Mural, Batesville IN

July 2021

Exterior Mural for CRE8IV festival, Rockford, IL

May – June 2021

“Beautiful Boise” Mural, Boise ID

April - May 2021

"Indian paintbrush flowers" and "Wonders of nature", two murals for Sage Living, Jackson, WY;

April 2021

Floral Mural, private residence in Denver, CO

March 2021

British Colonial style mural, Denver CO

September - October 2020

Mural for the Sand Creek Regional Greenway, Denver CO

August 2020

Floral Mural on the walls of a private house, Denver, CO
Concept, Design, Creation

June 2020

Floral mural on the exterior walls of a restaurant,
Mount Rainier, MD

November 2019

Tree mural, Golden, CO

August 2019

Floral Mural for the Urban Arts Fund, Denver, CO

July 2019

Mural on the four walls for the Aurora Fox Art Center, Aurora, CO

June - July 2019

Mural for the Kroger Store “King Soopers”, Aurora, CO

June 2019

Exterior Mural at Vogel Plaza, City of Medford, OR

May 2019

Exterior Mural for CRE8IV festival, Rockford, IL

November 2018

Mural “Symbols of Colorado”, Urban Arts Fund, Denver, CO

October 2018

Mural in the tunnel, Underpass in Longmont, CO

June 2018

Fence Art “Today is the Day” for the 40 West Art Line in
Lakewood, CO;

May – June 2018

Two Ground Murals “Blooming city” and “Movement” for the 40
West Art Line in Lakewood, CO;

May 2018

Floral Exterior Mural, RINO district, Denver, CO

April 2018

Equine Sciences Mural for Colorado State University,
Fort Collins, CO;

August 2017

Chalk Ground Mural for The 7/20 Memorial Foundation Chalk Art
festival Aurora, CO

May 2017

Farmers Market Mural “Blooming Lakewood”, Lakewood, CO

March 2017

Mural “Colorado” in recreational center, Lakewood, CO

November-December 2016

Mural Project “The Four Graces”, Lakewood, CO

Yulia Avgustinovich Previous Work Samples + Resume

September-October 2016	Mural “Viva Colorado” , Urban Arts Fund, Denver, CO
August-September 2016	Street Mural “Celebrating Stanley Aviation” , Aurora CO. A two-block street mural;
August 2016	Mural “The Golden Road” , Lakewood, CO Mural for the West Colfax Mural Fest
October 2014	Mural “Native Birds and Plants of Northern California” , Oakland, CA;

張其成

Description

DREAM BAY MURAL

- **Dream Bay** reflects the goals of bridges and the power they hold to unite and connect us. It is an opportunity to share ideas created by the imagination which transport us to experience different cultures, achieve new goals and continue creating our paths.



DREAM BAY MURAL

- Row 1: Front



Handwritten signature or logo.

DREAM BAY MURAL

- Row 1: Back



Handwritten signature or logo in the bottom right corner.



DREAM BAY MURAL

- Row 5: Front





DREAM BAY MURAL

- Row 5: Back



Ernesto Maranje Shipyard Mural Project Design

It features a deer, black bear, Canadian lynx, red fox and weaver birds.

The design is nature-inspired, whimsical, and uses soft colors and organic elements to tie everything together.



Row 4 Side 1



Row 4 Side 2

It features a ruby crowned kinglet on one side. The other side has the pipe running down it, so Ernesto carried over the background design and added some organic elements.



Shared Row, Side 1.



Shared Row, Side 2.

LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING EAST



DESCRIPTION

Let's Play is a celebration of this gathering space at the Shipyard in Green Bay. It features the branding colors and font in a geometric arrangement, as well as some of the endangered species in the area, including the gray wolf and whooping crane. It also features the white-tailed deer. The patterns in the design are inspired by the Menominee people and serve as an acknowledgment of the land in which the space exists.

LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING EAST



READS SHIP YARD GREEN BAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

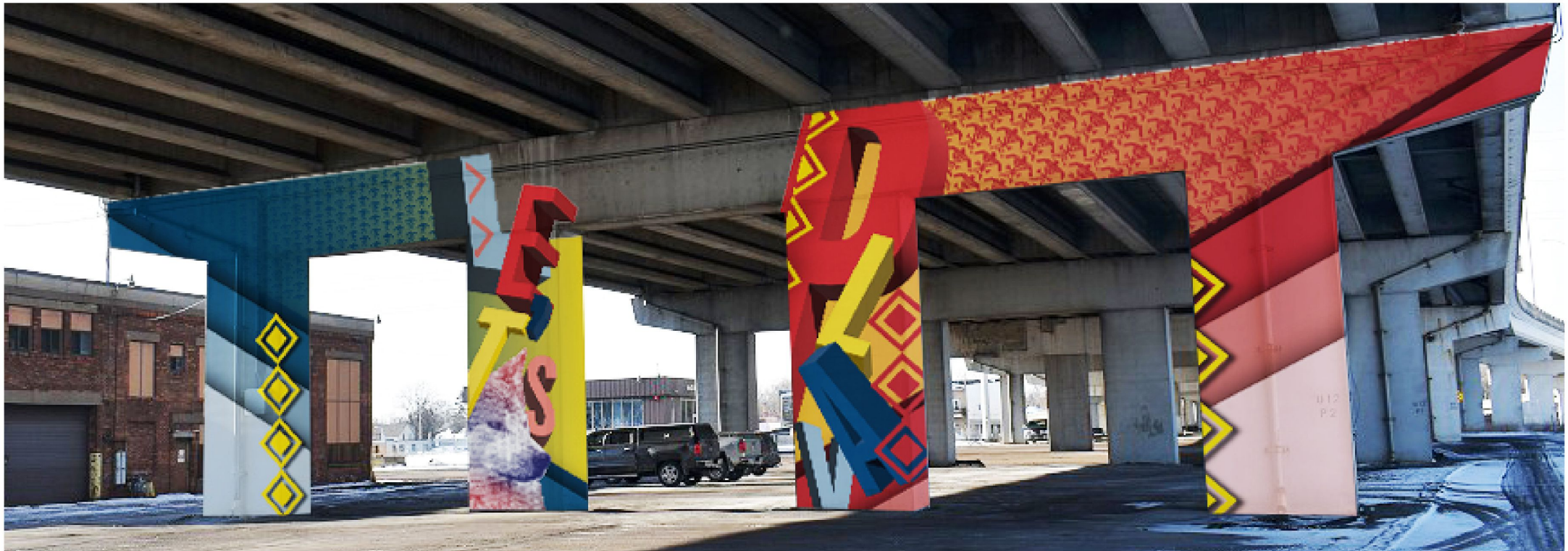
ROW3 LOOKING WEST



LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD

ROW3 LOOKING WEST



READS LET'S PLAY

LET'S PLAY

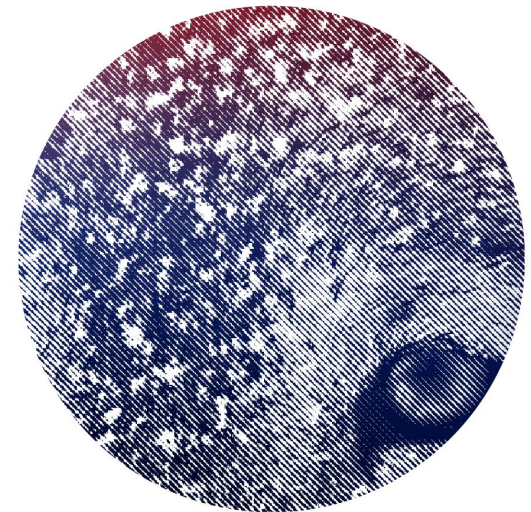
PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



ROW1 CENTER COLUMN LOOKING WEST

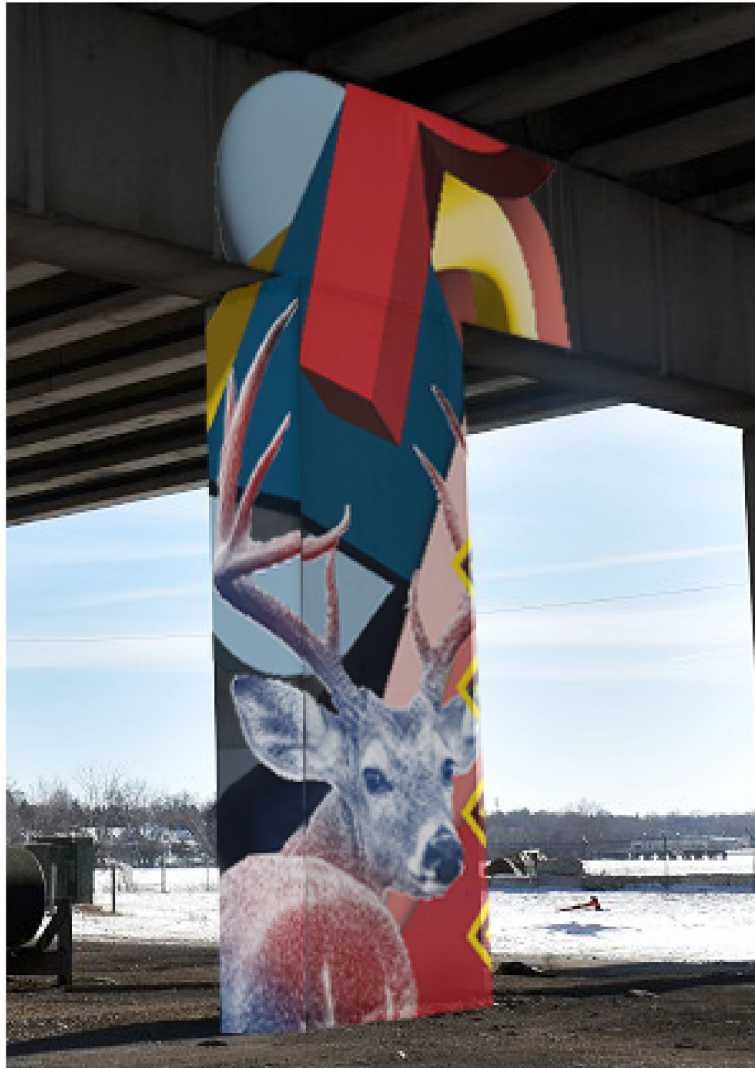


DETAIL



LET'S PLAY

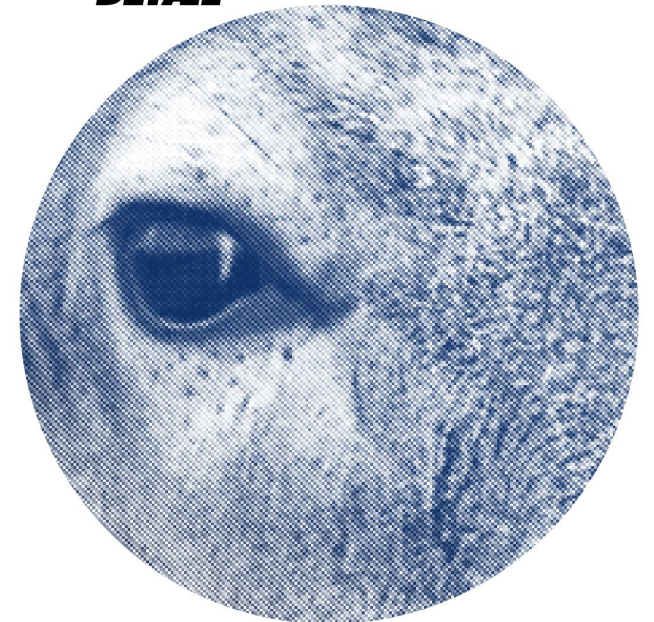
PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



ROW1 CENTER COLUMN LOOKING EAST

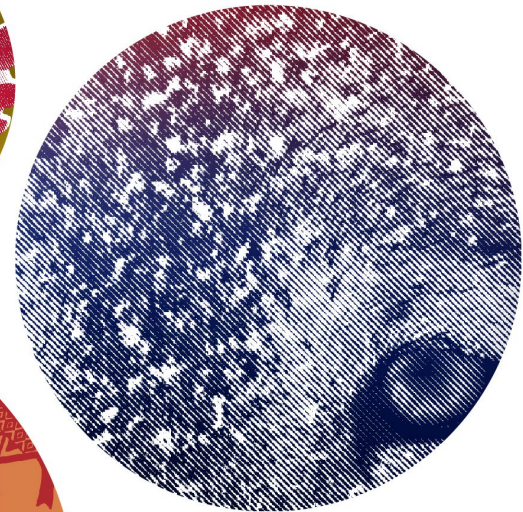
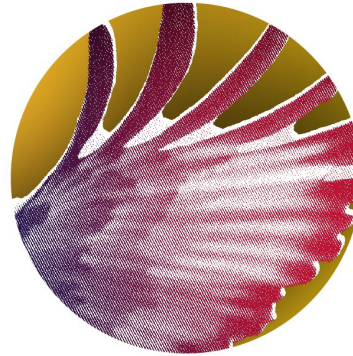


DETAIL



LET'S PLAY

PROPOSED DESIGN FOR GREEN BAY'S SHIPYARD



**DETAILS SHOWING TEXTURE
AND PATTERN OF THE THUNDERBIRD
SYMBOL. THIS REPRESENTS
POWER, PROTECTION, AND STRENGTH**



Design Narrative for the Shipyard mural project



My proposed mural design will decorate and beautify the area, as well as tell the story and acquaint viewers with the nature of Green Bay and the surrounding area.



I decided that the main focus of the mural will be local flora and fauna. Whimsical floral elements are harmoniously embedded into the structure of the pillars. Blooming flowers with their cheerful and bright colors and tender petals bring to the mural's onlookers life, joy and warmth, even in the winter months. The rich greenery of the leaves and plants add joy and buoyancy to the composition.

Large and small elements, colorful and realistic imagery is intertwined with graphic black and white drawings, connecting past and present, adding diversity and richness to the composition, and making the mural interesting to look at again and again, while always discovering something new.



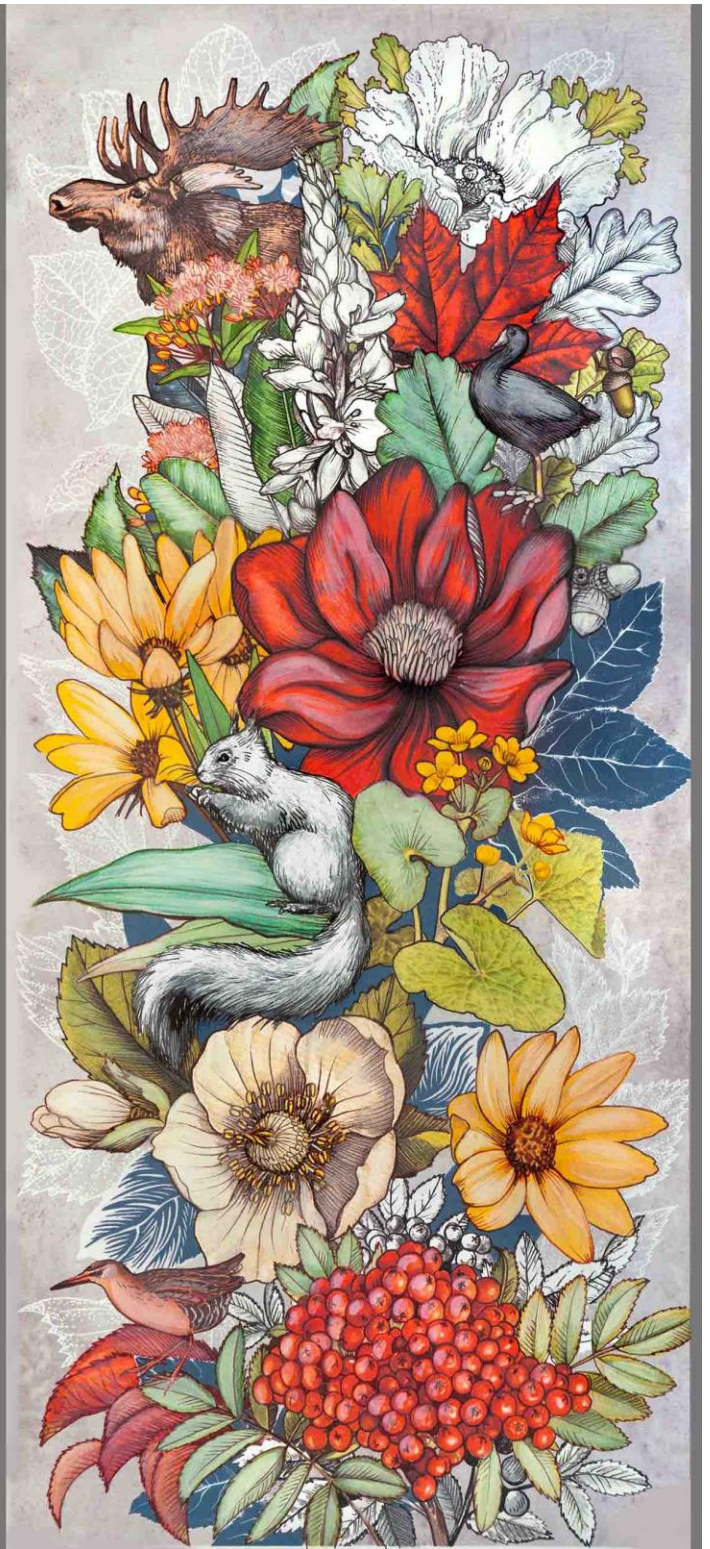
Each piece and element interweaves seamlessly into one cohesive composition. Done in a collage-like style, the quilted and layered images encompass the areas great natural diversity, highlighting its distinctive flora and fauna, and its inherent beauty.

All the flowers and plants, along with all the birds and animals depicted on the mural design can be found within the Eastern Wisconsin.

The color palette of the mural is bright and cheerful. The vivid colors of the mural will help it to make the atmosphere of this part of the Shipyard more positive and cheerful, help it stand out, and at the same time harmoniously coexists with its architecture and the nature that surrounds it.

The abundance of details will entice visitors to come closer, explore the intricate details, recognize familiar flowers and be inspired to appreciate their city and nature more.





Row 2 Pillar 1 of 3 both sides.



Row 2 Pillar 2 of 3 both sides.



2 Pillar 3 of 3 both sides.



Row 6 Pillars 1 + 2 Front Side.



Row 6 Pillars 1 + 2 Back Side.