CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: April 20, 2020

ITEM: Motion – Approval of Artist Agreement – Jamie Hurd Amphitheater Public Art Project – Douwe Blumberg

FINANCIAL IMPACT: Cost not to exceed $174,000 to be paid from budgeted funds in the Public Art account (437.400.470.5400.750).

BACKGROUND: A Request for Qualifications (RFQ) process was followed last fall that resulted in forty-one submissions from artists for the Jamie Hurd Amphitheater Public Art Project. The Selection Committee for the project reviewed the submissions and narrowed the pool down to three artists who were invited to participate in interviews with the Committee on March 4, 2020. The Committee then reviewed and scored the three finalists. The Selection Committee unanimously approved a recommendation to contract with Douwe Blumberg from Demossville, Kentucky. The Public Arts Advisory Commission approved the Selection Committee's recommendation at its March 26th meeting.

The Council is asked to approve an agreement with Mr. Douwe Blumberg. The agreement is for permanent artwork to be placed at the Jamie Hurd Amphitheater site. The agreement is attached for your reference. Also included are Mr. Blumberg's letter of interest and resume along with the original Request for Qualifications.

OUTSTANDING ISSUES: None

RECOMMENDATION: Staff and the Public Arts Advisory Commission recommend that the City Council approve the agreement with Douwe Blumberg for the Jamie Hurd Amphitheater Public Art Project.

Lead Staff Member: Allison Ullestad, Arts, Culture and Enrichment Supervisor

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director TS
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Arts Advisory Commission		
Date Reviewed	3/26/20		
Recommendation	**Yes**	No	Split

REQUEST FOR ARTIST QUALIFICATIONS

JAMIE HURD AMPHITHEATER
PUBLIC ART PROJECT

THE CITY OF
West Des Moines.

WEST DES MOINES PUBLIC ARTS ADVISORY COMMISSION
CITY OF WEST DES MOINES, IOWA

REQUEST FOR ARTIST QUALIFICATIONS
JAMIE HURD AMPHITHEATER PUBLIC ART PROJECT
City of West Des Moines
Public Art Commission Opportunity

ABOUT WEST DES MOINES

The City of West Des Moines, Iowa, is a rapidly growing community located within the Des Moines/West Des Moines Metropolitan Area. West Des Moines has a wide array of amenities and culture and was recently recognized as a top locality for young professionals. A Gallup-Healthways survey found that West Des Moines ranks #8 nationally for citizens who are most satisfied with their city.

Located at the crossroads of Interstates 80 and 35, West Des Moines has established a well-deserved reputation as a rapidly growing community with a vibrant economic base and quality of life. Some notable facts about the community:

- 2015 population estimated at 64,514 [and projected to grow by another 44% in the next 20 years].
- Job growth rate of 37% in the last decade.
- 8th largest city in Iowa, but ranks:
  - 4th in retail sales
  - 3rd in taxable property valuation
  - 2nd in hotel/motel tax collections
- Almost double the average per capita assessed valuation of Iowa's ten largest cities.
- $2.37 billion worth of development in the last five years.
- More than 1200 acres of parkland and open space, two aquatic centers, a softball complex, nature lodge, and archery range.
- 65-mile trail system that connects to the metropolitan Des Moines Trail system.

WEST DES MOINES PUBLIC ART PROGRAM

The vision of the City of West Des Moines Public Art Program is the creation of a diverse collection of public works of art of high aesthetic and intellectual quality and excellence, and a program that promotes cultural expression and artistic appreciation. At the heart of the aspiration for public art in West Des Moines is the wish for an authentic, rich and diverse arts culture that is seen and understood as uniquely arising from the community – an arts culture that benefits and enriches all those who are fortunate enough to visit, work, and live in West Des Moines.

The mission of the West Des Moines Public Art Program is to create a city with successful public spaces incorporating public works of art that offer moments of serendipity and opportunities for reflection; a city with public art woven into the fine grain detail of the public infrastructure. The Public Art Program champions excellence in art, design, architecture and landscape. The Public Art Program and Collection should be the most visible symbols of West Des Moines' commitment to creativity, encouraging diversity of ideas and expression, and promoting multiple opinions. West Des Moines' public art should be part of a creative city that provides humane environments for its residents, business communities and visitors, extends opportunities for life-long learning and helps preserve community histories.

The primary goals of the Public Art Program are to develop an aesthetically interesting environment, to integrate public works of art into public spaces and to promote tourism and economic vitality of West Des Moines through the enhancement of public spaces.

ABOUT THIS OPPORTUNITY

Jamie Hurd Amphitheater Public Art Statement

The West Des Moines City Campus is a vibrant place of natural beauty and culture. A large pond, West Des Moines Library and City Hall, as well as West Des Moines Schools' Learning Resource Center, two schools, and a football stadium make the City Campus a busy hub of civic activity.

Beginning in the fall of 2019 and concluding in the summer of 2020, construction of the Jamie Hurd Amphitheater will bring a new public performance and event venue to the West Des Moines City Campus. The $2.4 million outdoor amphitheater will be located next to the pond and will serve as a community-based cultural space, bringing people together to share inspiring musical performances and creative showcases.

The West Des Moines Public Arts Commission wants to celebrate this special place through public art. The Commission wants every person who experiences the artwork to be educated about the history and diversity of West Des Moines, to feel moments of adventure and surprise, and to interact with the artwork in more than just a visual sense. The Commission wants all visitors to be drawn in by the commissioned public art that is created to complement the design of the Jamie Hurd Amphitheater.

The project will include a permanent commissioned work of art to be sited on public property next to or within the confines of the Jamie Hurd Amphitheater site plan. The work of art may be a single piece or made up of multiple pieces. The total budget for the project is $174,000. This not-to-exceed total must cover all design fees, fabrication, installation, lighting (if needed), site visits, and other related expenses as defined by contract.

SELECTION & PROJECT CRITERIA

Phase One: Selection of a finalist or finalists will be based on the following criteria:

- Quality of letter of interest
- Quality of work samples
- Ability of artist/team to complete project based on bio and prior work experience

Phase Two: Selection of artworks proposed by finalists will be based on the following criteria:

- Fulfills the Jamie Hurd Amphitheater Public Art Statement [see above]
- Interactive and engaging; open to kinetic or movable elements, sound or light components
- Aesthetically pleasing
- Must be low maintenance and durable, able to withstand local weather conditions
- Appealing both day and night and during all seasons
- Installed on public property next to or within the confines of the Jamie Hurd Amphitheater site plan; artist may propose a location or multiple locations for artwork
- Includes a high level of community engagement that is incorporated into the development of a final proposal by the selected artist [please address this criteria in letter of interest]
- May be one or multiple pieces of art

ELIGIBILITY

Invited artist or artist team:

- Must have completed two commissioned outdoor public works of art of $75,000 or more
- Must show an understanding of the history, diversity, and culture of West Des Moines
- Can reside anywhere in the continental United States
- Must be able to come to West Des Moines for an interview upon request; travel costs related to interviews will be covered by the City of West Des Moines

SELECTION PROCESS OVERVIEW

This is an open request for qualifications from artists who meet the eligibility requirements. Artists' materials will be pre-screened to ensure all applicants meet eligibility requirements. The Project Work Group will review eligible applications and select a group of up to three finalists/finalist teams to invite to West Des Moines for an interview. Costs of travel associated with the interview process will be covered by the City of West Des Moines. Further interview information will be provided to the finalists.

Upon completion of an in-person interview, one artist/artist team will be commissioned to develop, fabricate, and install a permanent artwork. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

If clarification or further information is needed, contact the Arts, Culture, and Enrichment Supervisor for the City of West Des Moines, Allison Ullestad, at: Allison.Ullestad@wdm.iowa.gov or 515-222-3455

PROPOSED SCHEDULE [Schedule may be subject to change]

November 21, 2019	RFQ announced
January 15, 2020	RFQ submission deadline

Early February 2020	Project Work Group review and selection of finalists; selection results will be sent to all applicants
Week of March 2, 2020	Finalist interviews; finalist must be able to come to West Des Moines for an interview upon request
April 2020	Contract with selected artist/team
May 2020	Artist/team presents plan for community engagement and preliminary design proposal to Project Work Group
June 2020	Community engagement and final design proposal
July 2020	Design development commences; once approved, fabrication commences
August 2020	Amphitheater construction complete
April 30, 2021	Artwork project installation complete

REQUIRED SUBMISSION MATERIALS

In digital format only.

Provide the following in a single PDF document [work sample JPEGs can be sent as separate files]:

- Contact information for artist/artist team members
- One-page letter describing interest in project and approach to design; please include statements addressing eligibility criteria, approach to community engagement, and project criteria
- One-page biographical information or resume for lead artist [if multiple team members include one paragraph for each member]
- Three references [contact information only] for recently completed projects of similar scope
- One-page document listing all work samples with brief description, date of installation, and budget for each
- Work samples: include 3-5 work samples showing completed projects with up to 10 digital images of each project. [At least 2 samples submitted must have been commissioned for $75,000 or more.] Save all images as standard JPEG and label each with applicant's full name and number in sequence with list of work samples

NOTE: Do not submit a proposal for artworks at this time

Please submit all RFQ materials via email to Allison Ullestad, Arts, Culture, and Enrichment Supervisor, Allison.Ullestad@wdm.iowa.gov. Include "Jamie Hurd Amphitheater Public Art Project" in the subject line. All materials must be received **by 4:00 p.m. CST on Friday, January 15, 2020**. No submissions will be accepted after this time.

PHOTOS SHOWING THE CHARACTER OF WDM CITY CAMPUS/
IMAGES OF THE JAMIE HURD AMPHITHEATER (currently under construction)

Douwe Blumberg
Sculptor

805-573-3564
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www.douwestudios.com

Jamie Hurd Amphitheater Artwork
Artist Statement

When three-dimensional fine art is encountered and experienced in a surprising and unique site, the experience is elevated into a formative and lasting one. The symbiotic interaction possible between this amazing site and a potential artwork is harbors fantastic artistic potential. This, combined with my passion for exposing the public to the powerful positive influence of fine-art and my proximity to West Des Moines make this an exciting opportunity to me. West Des Moines is a vibrant, resilient and forward-looking community with a rich history and an exciting future. To this end, the artwork should be sophisticated, uplifting and universally appealing to as wide and diverse a demographic as possible.

My images attest to a body of work unabashedly exploring a diversity of styles and subjects. This is completely intentional, reflecting a deep commitment to approach each art opportunity with a creative "blank slate". It is important that my artistic vision be guided solely by the site, its' people and energy resulting in works truly feel "organic" to their sites. Over the last decade I have created dozens of sculptural artworks across the nation from Ground Zero in New York City, west to Las Vegas, San Francisco and William Shatner's estate in Los Angeles; from Orlando north to the University of Wisconsin with dozens of municipalities in between and overseas. We have worked with budgets up to 2.1 million and with bureaucracies and sites as complex as New York City and committees as sensitive as the 7/20 Aurora, Colorado Theater Shooting committee. 2018 saw my work, "Convergence" receive the prestigious Americans for the Arts, 2018 Public Art in Review Award. I am also the only artist to have been commissioned to create a work at Ground Zero.

Because of my beforementioned passion for brining public art to people and their communities, I very much enjoy taking that to a deeper level by actively encouraging and participating in programs designed to engage the community and create active engagement and a sense of ownership of the artwork. As a professional sculptor, I meet the eligibility requirements set forth in the RFQ.

In addition to artistic vision however, large and important projects such as this also demand artists with a proven track record of professionalism. As my references will attest, maintaining a high degree of professionalism is important to me. My work will always be on-schedule and within budget. I feel the combination of experience, artistic vision, work ethics and professionalism make me an exceptional finalist candidate to create a truly world-class artwork for this truly world-class site.

D O U W E
STUDIOS

Douwe Blumberg
Sculptor
805-573-3564

douwe@douwestudios.com
www.douwestudios.com
3175 Hwy 467
Demossville, KY 41033

Selected Recent Public Works

'Reflections of Service'- Kearny, NE. **November 2019**
Three-dimensional human figure reflection on grounds of veterans home
Commissioned by: Nebraska Arts Council

'Zephyr in Triptych'-Superior, CO. **August 2019**
Monumental scale abstract figures in roundabout at McCaslin Blvd.
Commissioned by: Town of Superior

'The Iron Roof'- Raleigh, NC. **June 2019**
Abstract artwork for Fire Station 12
Commissioned by: City of Raleigh, NC.

'Ascentiate'-Aurora, CO. **July 2018**
Reflection Garden Memorial Sculpture for victim's of 2012 theater shooting, Aurora, CO.
Commissioned by: 7/20 Memorial Foundation

'Convergence'– Salt Lake City, UT **October 2017**
Monumentally scaled abstract work at Unified State Laboratory
Commissioned by: Utah Division of Arts and Museums Public Art Program

'Well Red' Bucky Badger sculpture - Madison, WI **September 2017**
Bronze and stained glass illuminated mascot in Alumni Park, University of Wisconsin
Commissioned by: University of Wisconsin Alumni Association

'Highline Times' RTD FasTracks –Aurora, CO **December 2016**
Bas-relief for gateway pedestrian bridge at Abilene Station
Commissioned by: Art in Public Places for the City of Aurora

'Sunset'-Main Library, Clearwater, Fl. **September 2016**
Life scale tree with colored polycarbonate leaves at Main Library
Commissioned by: City of Clearwater

'Nevada State Veterans Memorial – A National Tribute'– Las Vegas, NV **May 2016**
Large multi-sculpture installation on grounds of Grant Sawyer State Building
Conceptual designer and sculptor
Commissioned by: Las Vegas Veterans Memorial Foundation

'A Greater Purpose' - Fond du Lac, WI **April 2016**
Abstract artwork for outdoor courtyard
Commissioned by: Headquarters for Private corporation

'Echoes of the Range' - Brighton, CO **June 2015**
Abstract equine artwork beginning in entryway through and into lobby
of Adams County Government Center
Commissioned by: Adams County Art Council

'Dance of Life' – Davidson, NC. **April 2015**
Memorial sculpture grounds of town hall
Commissioned by: Town of Davidson

'Ascension' - Charleston, SC
Gadsdenboro Park fountain sculpture **December 2014**
Commissioned by: City of Charleston

'Take Flight Orlando'- Orlando, FL. **September 2013**
Large flock of aluminum alloy birds on lake Eola
Commissioned by: See Art Orlando

'Ode to Joy'-Burlingame, CA. **June 2013**
Large outdoor cornerstone/entryway sculpture
Commissioned by: Mills-Peninsula Health Services

'Silver Sentinel'-Summit, NJ **April 2013**
13' stainless steel tree, entryway artwork for the city
Commissioned by: City of Summit, NJ

'Way of Horse and Bow' **July 2012**
12th century mounted samurai warrior – Frazier Museum, Louisville, KY and
William Shatner Estate, Los Angeles, CA.
Commissioned by: William Shatner

'America's Response Monument' - Ground Zero, New York City **November 2011**
U.S. Special Operations Monument
Featured in Warner Bros. film *'12 Strong'*. "America's Response Monument" is the first national monument to honor the heroes of our Special Operations community who responded to the events of 9/11, 2001.
Commissioned by: Private Donors

City Creek revitalization project – Salt Lake City, UT. **December 2011**
Bird migration area
Commissioned by: City Creek Reserve Inc.

'Flight 5191 Memorial'- Lexington, KY **August 2011**
University of Kentucky Arboretum, Lexington, Kentucky.
Commissioned by: Flight 5191 Memorial Commission

'Steel Stampede'- Aurora, CO. **September 2009**
Life size silhouettes of a herd of thirteen wild horses for Star K Ranch
home to Morrison Nature Center
Commissioned by: Art in Public Places, City of Aurora, Colorado

'Birds of Aurora'- Aurora, CO. **September 2009**
Three soaring flights and six individual 7ft birds placed along walkway in park
Commissioned by: Art in Public Places, City of Aurora, Colorado - Side Creek Park

'Wings of Change'Longmont, CO **August 2009**
Abstract artwork for Vance Brand Municipal Airport
Commissioned by: City of Longmont, Colorado

'Music in the Air – The Gene and Nadine Spragens Memorial' **July 2009**
Commissioned by: Marion County Arts & Humanities Council, Lebanon, KY.

'Birds of Valencia' - Los Angeles, CA **January 2008**
Stylized bird sculpture for Bridgeport Market Place
Commissioned by: Intertex Corporation

'Tom Moore Memorial' - Louisville, KY, **August 2005**
Human figure memorial at 'Freedom Hall', Kentucky State Expo Center
Commissioned by: United Professional Horseman's Association, Kentucky Expo Center & KY State Fair Board

Recent Media

- *'Monumental Effort'* documentary about the making of *'America's Response Monument'* Released by Warner Bros. featured on *'12 Strong'* DVD
- *'America's Response Monument'* featured in Warner Bros. film *'12 Strong'*
- *Colorado Public Radio* – Aurora Theater Shooting Memorial Artist: 'I Want This To Focus On What's Happened Since That Night' – By Stephanie Wolf *8/28/17*
- *Colorado Public Radio* – Audio: Interview with Nathan Heffel 8/28/17
- *American Legion Magazine.* The American Legion 10/14/15 "A 'timeless' veterans memorial underway in Las Vegas" - 12/17/15 "War Sculptor - By Jeff Stoffer
- *WFPL* NPR, Louisville, KY. By Erin Keane 7/2/12 "Shatner Donates Samurai Statue to Frazier Museum"
- *Wall Street Journal*/wsj.com Associated Press 11/12/11 "Biden helps to unveil statue on Veterans Day in NYC"
- *Fox and Friends* 11/11/11 Interview with Special Operations horse soldiers.
- *New York Times.* By Patrick McGeehan 11/10/11 "New to City, Statue Seeks Resting Place"
- *Washington Times.* By Alex Quade special to Washington Times. 10/28/2011 , front page "'America's Response' for Ground Zero"
- *CNN.com article.* By Alex Quade special to CNN - 10/7/2011 "Monument honors U.S. 'horse soldiers' who invaded Afghanistan"
- *Lexington Herald-Leader* By Bill Estep and Linda B. Blackford 8/28/11 "A soaring tribute, a place to reflect – Remembering Flight 5191"

Selected Recent Private Commissions

- One-third life size mounted Japanese Samurai rider and horse. William Shatner, Los Angeles, CA. and Frazier History Museum, Louisville, KY - 2012
- One-third life size horse. Saddlebred Museum, Lexington, KY - 2009
- Figurative Memorial – United Professional Horseman's Association, Lexington, KY - 2009
- Half-life size horse with rider. Chicago, Illinois - 2008
- Human figure. Anita Schroederer, Geneva, Switzerland - 2007
- Life size outdoor equine sculpture. William Shatner, Los Angeles, CA. -2003
- Life size outdoor sculpture. Misdee Wrigley, Chicago, Ill. - 2004
- Group of 3 sculptures for World Championship Horse Show. Louisville, KY. - 2006

Selected Recent Collections

- Royal Palace of His Majesty King Hamad Bin Isa Alkhalifa Kingdom of Bahrain
- SonRise Café, Tokyo, Japan
- Frazier History Museum, Louisville, KY
- William Shatner, Los Angeles, CA.
- Sheik of United Arab of Emirates
- Wrigley collection – Chicago, Illinois

- U.S. Senate building, Washington DC
- Presidential residence - Paris, France
- Budweiser Corporation – St. Louis, Missouri
- Embassy of Qatar, Washington, D.C.
- American Saddlebred Museum – Kentucky Horse Park, Lexington, Kentucky
- Special Forces Museum – Fort Bragg, North Carolina
- U.S. Cavalry Museum – Fort Riley, Kansas
- Elizabeth Goth Foundation – London, United Kingdom

Recent Accolades

- *'Convergence'* selected and recognized artwork in the Americans for the Arts *2018 Public Art Network Year in Review*
- Selected "Enrichment Artist" Cunard Cruise Lines 2018 – Queen Mary 2
- Selected Artist in Residence, Breckenridge, CO 2009, 2012, 2014, 2017
- Event Judge for the *23rd Annual Budweiser International Snow Sculpture Championship*, Breckenridge, CO 2013
- Featured *Kentucky Homes & Gardens* March/April 2008, Volume 5 Issue 2 – 2009
- Featured publication – *'Equestrian Style'* 2008

Recent Exhibits/Galleries

- Personal invitation to participate in the art gallery at "Mara'ee" under the patronage of His Majesty King Hamad Bin Isa Alkhalifa of the Kingdom of Bahrain
- *"Sculpture on the Blue"* Breckenridge, CO. 2014
- *Kentucky Horse Park* – Visitor Center 2014 - present
- *Frazier History Museum*-permanent collection, Louisville, KY
- *Alltech FEI World Equestrian Games* – Lexington, KY 2010
- *World's Championship Horse Show,* Louisville, KY 2002-2012
- *Terry Lindsey Gallery*, Saratoga Springs, NY – 2009 - 2015
- *Devon Art Showcase*, Devon, Pennsylvania – 2009 -2012
- *2008 Horse in Fine Art – By Invitation, Special Exhibition by American Academy of Equine Art, Inc.* – The Columbia Art League, Columbia, MO. and The Wildlife Experience Museum, Parker, CO. – April through August 2008
- *2007 Fall Open Juried Exhibition*, International Museum of the Horse, Kentucky Horse Park, Lexington, KY
- *Art in Public Places*, City of Wellington, Florida, 2006 - 2007
- *Crossgate Gallery*, Lexington Kentucky, 2005 – 2006

Education

- Apprentice to James Dallas – Master wood sculptor, Los Angeles, CA
- Apprentice Metal Arts Foundry – Los Angeles, California
- University of Southern California Idyllwild School of Arts
- Beverly Hills High School – Arts Metal Jewelry Program
- Art Academy of Amsterdam-Amsterdam, Netherlands

D O U W E
S T U D I O S

Douwe Blumberg
Sculptor

douwe@douwestudios.com
805-573-3564

References

'Zephyr in Triptych'
Deana Miller
Cultural Arts & Events Supervisor
Parks, Recreation & Open Space
Town of Superior
deanam@superiorcolorado.gov
303-499-3675 x167

'Nevada State Veterans Memorial – A National Tribute'
Scott Tiano
Executive Director
Las Vegas Veterans' Memorial Foundation
scott@adaptsg.com
702-858-4760

'Convergence'
Jim Glenn
Visual Arts Manager Public Art & Design Arts
Utah Division of Arts & Museums
617 E. South Temple
Salt Lake City, UT 84102
jglenn@utah.gov
801-245-7271

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Image 01-04
Convergence – Utah Unified Lab Facility, Salt Lake City, UT.
2017
Aluminum alloy
20'x8'x13' $275,000
Commissioned by: Utah Division of Arts and Museums Public Art Program

A monumentally-scaled, twenty foot tall face gazes questioningly skyward. The face is comprised of a lace-like metal skin; this skin is in turn formed from thousands of smaller parts, in this case metal rings of varying sizes. The face's structure reflects the science demonstrating that we are ultimately the sum of a convergence of myriads of ever-smaller elements.

Image 05-07
Zephyr in Triptych – Roundabout McCaslin Blvd. and Main St., Superior, CO.
2019
Aluminum Alloy
20'x15'x15' $185,000
Commissioned by: Cultural Art in Public Places, Town of Superior, CO.

In view of our culture's current climate, I felt powerfully motivated to create an artwork communication a powerful and positive message about the true meaning of "community". Painstakingly fabricated from thousands of sculpted aluminum alloy rings, each ethereal figure is a beautiful and unique individual artwork, yet when joined together create an even greater and more stable image by their unity.

Image 08-12
Birds of Valencia - Bridgeport Marketplace, Valencia CA.
2008
Aluminum 17'x22'x15' -$65,000
Commissioned by: Intertex Corporation
Unveiled in Los Angeles winter 2008; 65 cast aluminum birds, each over 5 feet in wingspan rise from the lake surface to over 17 feet in the air. This piece was a unique engineering challenge, and has proved extremely popular.

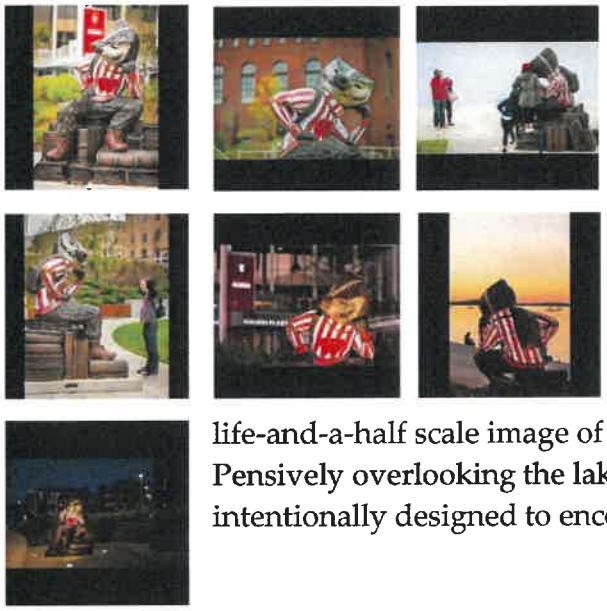

Image 13-19 *"Well Red"* Bucky Badger – University of Wisconsin
2017
Bronze, stainless steel, and illuminated stained glass
9x8x8 $170,000
Commissioned by: Alumni Association University of Wisconsin – Madison.

A cutting-edge, seamless fusion of illuminated stained glass, bronze and stainless steel create the life-and-a-half scale image of the beloved mascot of the University of Wisconsin. Pensively overlooking the lakeshore in the new "Alumni Park", this piece was intentionally designed to encourage interaction and exploration.

Image 20-24
Greater Purpose - Fond du Lac, WI
2016
Bronze, stainless steel, and aluminum alloy
Commissioned by: Private Corporation
18'x10'x10' - $100,000
Iconic sculpture for Wisconsin company corporate headquarters.

CITY OF WEST DES MOINES, PUBLIC ARTS ADVISORY COMMISSION
PUBLIC ART PROGRAM
Jamie Hurd Amphitheater Public Art Project – Permanent Artwork

PROPOSAL AND PROJECT IMPLEMENTATION
AGREEMENT BY AND BETWEEN OWNER AND ARTIST

THIS AGREEMENT is made on April 20, 2020, between the City of West Des Moines, a municipal corporation, acting on behalf City of West Des Moines, Public Arts Advisory Commission ("City") and Douwe Blumberg ("Artist"). The City's Representative shall be the Director of Parks and Recreation or their designee.

WHEREAS, the City desires to commission and acquire a site-integrated and site-specific public work of art ("Public Work of Art") for the community of West Des Moines, Iowa, at the Jamie Hurd Amphitheater ("Amphitheater") and;

WHEREAS, the City desires the Artist to design, engineer and construct the Public Work of Art in the Artist's unique style, and expressed with community engagement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services
1.1 General
a. The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Public Work of Art at the site. Artist agrees to meet with the Amphitheater architect, landscape architect, structural engineer, electrical engineer, and/or construction manager, the Public Arts Advisory Commission and City staff (collectively "Project Team") as necessary throughout all stages of the Amphitheater project.
b. The Artist shall determine the artistic expression, scope, design, color, size, material, texture, of the Public Work of Art, subject to review and acceptance by the City's Representative as set forth in this Agreement.
c. It is the intent of the parties that the City's Representative and the Artist establish a close and cooperative consultation throughout the duration of this Agreement.

1.2 Proposal
a. As promptly as possible after the execution of the Agreement, the Artist shall carry out reasonable site inspections, interviews, community engagement, and research as may be necessary, including meetings with the Public Arts Advisory Commission; Project Work Group; and the Project Team, in order to prepare a design Proposal for the Public Work of Art. The City's Representative shall make available to the Artist the necessary background materials and information on matters affecting the site and installation of the Public Work of Art including, where applicable, a written program of requirements and specifications for the Public Work of Art and the plans for the Amphitheater.

b. The City's Representative will arrange for the Artist to meet with representatives of the Project Team and the community at-large in order for the Artist to learn of their community values and concerns.

c. If the inspections, interviews, research, community engagement, and meetings provided for in paragraphs (a) and (b) require more than two (2) trips by the Artist to City of West Des Moines, before approval of the Final Proposal, the City shall reimburse the Artist for reasonable expenses for travel and lodging of additional trips as pre-approved in writing and arranged for by the City's Representative.

d. Within ninety (90) days after the first community engagement meeting, the Artist shall prepare and present one Proposal to the Project Team. The Proposal shall specify such materials, textures, colors, dimensions, weights, finish and preliminary maintenance recommendations and proposed installation method and include such drawings and other documentation and models as are required to present a meaningful representation of the concept and design of the proposed Public Work of Art. The Artist shall also prepare a narrative statement describing the relevance and meaning of the Proposal in relation to this Public Work of Art, and provide written instructions for proposed and appropriate maintenance and preservation of the Public Work of Art. The Proposal shall include a detailed budget, not to exceed **$174,000.00** that includes estimated costs for design, execution, fabrication, transportation and installation and the Artist's fee. Artist will present Proposal in person in West Des Moines on a date to be determined by the Artist and City's Representative.

e. The City's Representative shall within thirty (30) days following the Artist's presentation of the Proposal, notify the Artist whether it approves or disapproves of the Proposal. During this period the Artist shall be available as reasonably required to communicate with the City's Representative regarding the Proposal.

f. If the City determines that the Proposal is disapproved, it shall provide the Artist with a statement in writing of its reasons for such disapproval. In such event, the City's Representative, at its sole discretion, shall determine if either the Artist shall submit a second Proposal for the Public Work of Art within a within reasonable period of time specified by the City's Representative, or the Agreement will be terminated. Within thirty (30) days following a second Proposal submission by the Artist, the City's Representative shall notify the Artist in writing whether it approves or disapproves the Proposal. If the City's Representative determines that the second proposal is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.

g. In the event of termination of the Agreement pursuant to paragraph (f), the Artist shall retain the Proposal and all compensation theretofore paid and neither party shall be under any future obligation to the other in respect of the subject matter thereof.

h. Although the Artist shall have the responsibility and authority for all aspects of the Public Work of Art, the Artist shall give appropriate consideration to input received from the City's Representative, Project Team, the community, the City staff, and the Public Arts Advisory Commission.

i. The Artist may provide input to the City's Representative with respect to all of the other physical elements of the site locations, but the City shall have the final authority for all such other physical elements beyond the Public Work of Art.

j. The Artist agrees to design and install the Public Work of Art in such a way as to allow it to be removed and relocated without damage, destruction or other change of the Public Work of Art.

1.3 Design Review

a. Within sixty (60) days after the City's Representative approves the Proposal, the Artist shall, after consultation and collaboration with the Project Team, prepare and submit to the City's Representative detailed working drawings of the Public Work of Art and the site, together with such other graphic materials as may reasonably be requested by the City's Representative including certification that the Public Work of Art is in compliance with applicable statutes, ordinances, regulations or requirements of any governmental agency having jurisdiction over the project. The Artist shall be responsible for contracting with a structural engineer to certify the design of all footings and other structural components of the Public Work of Art. Upon request by the Artist, the City's Representative shall promptly furnish all information, materials, and assistance required by the Artist in connection with said submission.

b. The City may require the Artist to make such revisions to the Proposal as are necessary for the Public Work of Art to comply with applicable statutes, ordinances, regulations or requirements of any governmental regulatory agency having jurisdiction over the Project.

c. The City may also require revisions for other practical (non-aesthetic) reasons.

d. The Artist shall receive no revision or redesign fees.

e. Within 30 days after its receipt of the Artist's submission pursuant to this Section 1.3, the City's Representative shall notify the Artist of its approval or disapproval of such submission and of all revisions made in the detailed working drawings as a result thereof. Revisions made pursuant to the Section 1.3 become part of the Proposal.

f. Upon approval of the Proposal and all detailed working drawings, the City shall become owner of all the studies, sketches, drawings, paintings, diagrams, working drawings, graphic material, and models or related products as presented in the Proposal to the Public Arts Advisory Commission and Project Team.

1.4 Execution of the Work

a. The Artist shall complete installation of the Public Work of Art by a date mutually agreed upon by the Artist and the City. After written approval of the submissions and revisions made pursuant to Section 1.3, the Artist shall furnish the City's Representative a tentative schedule for completion of fabrication and installation of the Public Work of Art, including a schedule for the submission of progress reports, if any. After written approval of the schedule by the City Representative, the Artist shall fabricate, transport and install the Public Work of Art in accordance with such schedule. Such schedule may be amended by written agreement between the City's Representative and the Artist.

b. The City shall have the right to review the Public Work of Art at reasonable times during the fabrication thereof. The Artist shall submit to the City Representative progress reports in accordance with the schedule provided for in Section 1.4 (a)

c. The Artist shall be responsible for obtaining any and all permits from any governmental regulatory agency required to perform any aspect of the fabrication and installation of the Public Work of Art.

d. The Artist shall complete the fabrication and installation of the Public Work of Art in substantial conformity with the Proposal, detailed working drawings, and approved schedule.

e. The Artist shall present to the City's Representative in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the Public Work of Art not permitted by or not in substantial conformity with the Proposal or detailed working

drawings. A significant change includes, but is not limited to, any change in scope, design, color, size, material, texture or location of the site of the Public Work of Art which affects installation, scheduling, site preparation or maintenance for the Public Work of Art or the concept of the Public Work of Art as represented in the Proposal.

1.5 Delivery and Installation

a. The Artist shall notify the City's Representative in writing when the fabrication of the Public Work of Art is completed and the Artist is ready for its delivery and installation at the site.

b. The Artist agrees to notify the City's Representative, no fewer than thirty (30) days prior to the Artist's intended time of delivery to determine the particulars of delivery including time, location and agent designated by the City.

c. The Artist shall deliver and install the completed Public Work of Art at the site in compliance with the schedule approved pursuant to Section 1.4(a).

d. The Artist shall be responsible for all expenses, labor, and equipment to prepare the site for the timely installation of the Public Work of Art, including footings, electrical, lighting, and mounting devices.

1.6 Post-Installation

a. Within 30 days after the installation of the Public Work of Art, the Artist shall furnish the City's Representative with the following photographs/images of the Public Work of Art:

(i) a minimum of twenty-four (24) images which document the process and development of the Public Work of Art from community engagement to beginning fabrication through completion of installation. Images must be 600 dpi, and suitable for electronic and print publication.

(ii) a minimum of twelve (12) images of the completed and installed Public Work of Art, taken from at least three different viewpoints;

b. The abovementioned photographs shall become the property of the City to be used at the City's discretion.

c. The Artist shall be notified of any dates and times for public art dedication or presentation ceremonies relating to the Public Art Program and will be required to attend one such event. The City shall not be required to pay the Artist's expenses to attend any such ceremonies.

d. The City's Representative shall use its best efforts to arrange for publicity for the completed Public Work of Art in such publications as may be determined between the City's Representative in consultation with the Artist as soon as practicable following installation.

e. Upon installation of the Public Work of Art, the Artist shall provide to the City's Representative comprehensive written final instructions for appropriate maintenance and preservation of the Public Work of Art.

1.7 Final Acceptance

a. The Artist shall advise the City's Representative in writing when all services required by Article 1, including those described in Section 1.6 have been completed in substantial conformity with the Proposal.

b. The Public Work of Art shall be examined by the City's Representative directly following receipt of written notice from the Artist.

c. The City's Representative shall give the Artist written notice specifying and describing any services which have not been completed. Once the City's Representative

determines all services to be complete, the City's Representative shall notify the Artist in writing of the City's final acceptance of the Public Work of Art.

1.8 Risk of Loss

The risk of loss or damage to the Public Work of Art shall be borne by the Artist until final acceptance by the City, and the Artist shall take such measures as are necessary to protect the Public Work of Art from loss or damage until final acceptance.

1.9 Indemnity

The Artist agrees to defend, indemnify, and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's subcontractors or agents, for any loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that may befall the Public Work of Art during any activities related to the planning, creation, delivery or installation of the Public Work of Art, or for any failure of warranty as described in Article 4.

To the fullest extent permitted by law, Artist agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including any and all outlays and expenses connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the products, work and/or services provided by Artist to the City pursuant to the provisions of this contract. It is the intention of the parties that the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Artist, its officers, employees, subcontractors, and others affiliated with Artist due to accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work and/or services performed by Artist pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City.

Artist expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the product, work and/or services provided by Artist to the City pursuant to this contract, and agrees to pay the City for all damages caused to the City premises resulting from the activities of Artist, its officers, employees, subcontractors, and others affiliated with Artist.

Artist represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Artist will observe and cause its officers, subcontractors and others affiliated with Artist to observe all applicable safety rules.

1.10 Title

Title to the Public Work of Art shall pass to the City upon final acceptance.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee

The City shall pay the Artist a fixed fee of **$174,000.00** which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the

Artist under this agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The Artist shall invoice the City for each payment request.

a. Ten percent (10%) upon execution of this Agreement, recognizing the Artist has already invested time and expense in preliminary design coordination with the City and to cover travel expenses during research and community engagement trips.

b. Ten percent (10%) within sixty (60) days after the City's Representative notifies the Artist of its approval of the Proposal;

c. Thirty percent (30%) within sixty (60) days after the City's Representative notifies the Artist of its approval of the submission of detailed working drawings required under Section 1.3

d. Forty percent (40%) within thirty (30) days after the Artist notifies the City that the Public Work of Art is fabricated and ready for installation at the site.

e. Ten percent (10%) within thirty (30) days after final acceptance. If the Artist selects to utilize the City's services and materials during installation, fees for those services and materials shall be deducted from the final payment due the Artist.

2.2 Artist's Expenses

The Artist shall be responsible for the payment of all copies of drawings and documents, mailing or shipping charges on submissions to the City's Representative, the cost of transporting the Public Work of Art to the site and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this agreement.

Article 3. Time of Performance

3.1 Duration

The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Public Work of Art as proposed by the Artist and approved by the City's Representative pursuant Section 1.4, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City's Representative.

3.2 Construction Delays

If, when the Artist completes fabrication or procurement of the Public Work of Art in accordance with the approved schedule and notifies the City that the Public Work of Art is ready for installation, the Artist is delayed from installing the Public Work of Art within the time specified in the schedule as a delay on the part of the City, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Public Work of Art can be installed.

3.3 Early Completion of Artist's Services

The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

The City's Representative may grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement or in completing the Amphitheater, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. The Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's obligations impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of Agreement provided that such obligations shall be suspended only for the duration of such condition.

Article 4. Warranties

4.1 Warranties of Title

The Artist represents and warrants that: (a) the Public Work of Art is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City's Representative, the Public Work of Art is unique and original and does not infringe upon any copyright; (c) that the Public Work of Art, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Public Work of Art is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the Public Work of Art will be performed in a high-quality workmanlike manner; (b) the Public Work of Art, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Public Work of Art; and (c) comprehensive maintenance and preservation instructions to be submitted by the Artist to the City's Representative hereunder, shall adequately maintain and preserve the Public Work of Art.

The warranties described in this Article 4 shall survive for a period of five years after the final acceptance of the Public Work of Art. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Public Work of Art).

Article 5. Insurance

5.1 The Artist and all employees of the Artist shall each effect and maintain insurance to protect the Artist from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting therefrom; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

5.2 All certificates of insurance required in this Article 5 shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City's Representative prior to the time that any operations under this Agreement are started.

5.3 All certificates of insurance required in this Article 5 shall be written by an insurance company authorized to do business in the State of Iowa. Before providing any services, the Artist shall furnish an insurance certificate to the City, showing adequate insurance to be in force. Any subcontractors utilized shall be subject to the same insurance requirements.

5.4 The required insurance shall include:

a. Commercial General Liability

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City.

Bodily Injury & Property Damage - Each Occurrence	$1,000,000
Personal Injury & Advertising Injury - Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

b. Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City.

Bodily Injury & Property Damage – Each Accident	$1,000,000

c. Workers Compensation and Employers Liability

As required by any applicable law or regulation.

Part 1- Workers Compensation Benefits	Statutory

d. Employers Liability

Bodily Injury Each Accident	$100,000
Bodily Injury by Disease Policy Limit	$300,000
Bodily Injury by Disease Each Employee	$100,000

e. Umbrella Liability

The Artist will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies. The City shall be named as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

f. Property Insurance

The Artist will insure the artwork against loss or damage until final acceptance by the City of West Des Moines.

Article 6. Reproduction Rights

6.1 General

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Public Work of Art except ownership and possession, except as such rights are limited by this Section 6.1. In view of the intention that the Public Work of Art in its final dimension shall be unique, the Artist shall not make any additional duplicate reproductions of the final Public Work of Art, nor shall the Artist grant permission to others to do so except with the written permission of the City. The Artist grants to the City and its assigns a royalty-free, irrevocable license to make two dimensional reproductions of the Public Work of Art for educational and/or non-profit purposes, including but not limited to reproductions used in advertising, calendars, posters, brochures, clothing, media, publicity, catalogues, city, educational and development projects, or other similar publications, provided that these rights are exercised in a professional manner, which license shall be assigned by the City without the consent of the Artist.

6.2 Notice

All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Douwe Blumberg], date of publication.

6.3 Credit to Owner

The Artist shall give a credit reading substantially, "An original public work of art commissioned for Jamie Hurd Amphitheater Public Art Project, City of West Des Moines, Public Arts Advisory Commission. In the permanent Collection, Public Arts Advisory Commission, West Des Moines, Iowa" in any public showing under the Artist's control of reproductions of the Public Work of Art.

6.4 Registration

The Artist shall cause to be registered, with the United States Register of Copyrights, a copyright of the Public Work of Art in the Artist's name.

Article 7. Identification and Artist's Rights

7.1 Identification

The Artist shall incorporate into the Public Work of Art text or plaque at the site identifying the Artist, the title of the Public Work of Art, the year of completion, and the City of West Des

Moines Public Art Program, Public Arts Advisory Commission. The final wording shall be mutually agreed upon by Artist and City's Representative.

7.2 Maintenance

The City recognizes that maintenance of the Public Work of Art on a regular basis is essential to the integrity of the Public Work of Art. The City shall reasonably assure that the Public Work of Art is properly maintained and protected, taking into account the instructions of the Artist provided in accordance with Section 1.6 (e).

7.3 Alteration of the Public Work of Art or of the Site

a. Except as provided under subsection 7.3(b), below, the City agrees that it will not intentionally damage, alter, modify or change the Public Work of Art without giving written notice to the Artist.

b. The City reserves the right to alter the location of the Public Work of Art; relocate the Public Work of Art to another site; and remove the Public Work of Art from public display as necessitated by City Development and Planning, or as the City determines as appropriate. The following provisions shall apply to relocation or removal:

(i) While the City shall attempt to remove Public Work of Art in such a way as to not affect the Public Work of Art, it is the parties understanding that such removal may result in damage, alternation, modification, destruction, distortion or other change of the Public Work of Art. The Artist acknowledges that this provision shall qualify under 17 U.S. C. Section 113, (d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Public Work of Art may be removed without damage, alteration, modification, destruction, distortion or other change, City shall give notice as required by 17 U.S.C. Section 113 (d) (2) and (3). On completion of the Public Work of Art, the Artist agrees to file the records, including Artist's identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113 (d) (3). The Artist further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Public Work of Art.

7.4 Permanent Record.

The City's Representative shall maintain on permanent file a record of this Agreement and the location and disposition of the Public Work of Art.

Article 8. Artist as Independent Contractor

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

Article 9. Assignments, Transfer, Subcontracting

9.1 Neither this Agreement nor any interest herein shall be transferred or assigned by the Artist. Any such transfer shall be null and void and shall be cause to annul this Agreement.

9.2 Subcontracting by Artist.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Proposal or Public Work of Art, and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City's Representative prior to

hiring any subcontractor. If the City's Representative does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City's Representative.

Article 10. Termination

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this agreement shall at the City's option become its property, provided that no right to fabricate or execute the Public Work of Art shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or at the Artist's election, the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Public Work of Arts. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

In addition to the above terms, this Agreement may be terminated for any reason by the City during the Agreement period, subject to a written thirty (30) day notice being delivered to the Artist. The City shall pay the Artist for all work produced up to the date of the notice.

Article 11. Compliance

The Artist shall be required to comply with Federal, State, and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

Article 12. Records Access

The Artist shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making an audit, examination, excerpts, and transcriptions, for three years after final payment and all other pending matters related to this agreement are closed.

Article 13. Non-Discrimination

During the performance of this agreement, the Artist shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, marital status, status with regard to public assistance, disability, or age. The Artist shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Artist shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of

its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

Article 14. Entire Agreement

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 15. Modification

No alternation, change, or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

Article 16. Notices

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

a. if the OWNER, to: Allison Ullestad, Arts, Culture and Enrichment Supervisor
City of West Des Moines, Public Arts Advisory Commission
P.O. Box 65320
4200 Mills Civic Pkwy., Suite 1-B
West Des Moines, Iowa 50265
Phone: 515-222-3455
E-mail: allison.ullestad@wdm.iowa.gov

b. if the ARTIST, to: Douwe Blumberg
3175 Hwy. 467
Demossville, KY 41033
Phone: 805-573-3564
E-mail: douwe@douwestudios.com

Article 17. Additional Agreements

The Artist shall recognize the City's Representative as its duly authorized representative of the City.

Article 18. Jurisdiction

The parties agree that the laws of the State of Iowa shall govern this contract and the jurisdiction for actions under this contract shall be in the District Court in Polk County, Iowa.

Article 19. Force Majeure

The parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the parties such as acts of God, war, civil insurrection, government action or public emergency but only for as long as such unforeseen occurrence exists. Both parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrence has ceased to exist but resumption of

performance will be subject to negotiation between the parties if there more than one (1) year has passed since suspension of obligations under this Agreement or there are substantially changed circumstances.

This agreement is executed on day and year first written above.

PUBLIC ARTIST:

DOUNE BLUMBERG: DOUNE STUDIOS

Artist Name, Artist Business

RECOMMENDED BY:

Sally Ortgies
Parks and Recreation Department Director
City of West Des Moines

Ryan Crane
Ryan Crane (Apr 7, 2020)

Ryan Crane
Chair, Project Team
City of West Des Moines, Public Arts Advisory Commission

CITY OF WEST DES MOINES, IOWA,
an Iowa municipal corporation

Steven K. Gaer
Mayor

Contract signature page

Final Audit Report 2020-04-07

Created:	2020-04-07
By:	Allison Ullestad (allison.ullestad@wdm.iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFbKlyk363EZDUZVZfGYVOtQRBtW-cWAO

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Signed document emailed to Ryan Crane (ryancrane83@gmail.com) and Allison Ullestad (allison.ullestad@wdm.iowa.gov)
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