



THE ARTS COMMISSION

INSPIRING A VIBRANT TOLEDO

11/17/19

REQUEST FOR QUALIFICATIONS

Public Art Conservators

Funded by the City of Toledo One Percent For Art Program
Administered by The Arts Commission of Greater Toledo

INTENT

Art in Public Places, a City of Toledo program administered by The Arts Commission of Greater Toledo, invites qualified art conservators to submit letters of interest and proof of qualifications to provide care and maintenance to the City of Toledo's Public Art Collection. Interested applicants will demonstrate interest, knowledge, range, skills, and availability to assist the program in maintaining a growing collection of artworks and architectural enhancements in the collection.

The Arts Commission of Greater Toledo's Art in Public Places Conservation sub-committee and Art in Public Places staff will review qualifications. Successful candidates will be chosen based upon, but not limited to:

- Qualifications and Work Experience
- Education / Training
- Licenses and Certifications
- Media Specialty
- Availability
- Fee Proposal

A pre-qualified list of conservators for current and future projects will be selected for the purpose of awarding annual contracts and work as needed. Selected conservators will enter into a written agreement with Art in Public Places to provide all services related to conservation and ongoing maintenance of specific artworks. National teams may apply but should consider cost effective treatment strategies to meet the collections needs.

SCOPE OF SERVICES

The Arts Commission of Greater Toledo manages the Art in Public Place Program on behalf of the City and maintains the City of Toledo's Public Art Collection which includes artworks in varying mediums including: 2-D artworks, sculpture, painted and tile murals, mosaics, mixed media installations and architectural enhancements. Artworks are sited on and in City of Toledo properties in all Council Districts. Applicants are not expected to exhibit expertise in all mediums and materials and the selected firms will be contracted for services for specific artworks at the city's discretion.

The Request for Qualifications is open to professional fine art and cultural artifact and properties conservators who provide conservation services in one or more of, but not limited to, the following categories:

- Bronze
- Corten Steel
- Stainless Steel
- Coated Steel
- Coated Aluminum
- Stone and Tile
- Brick
- Concrete
- Glass

Conservator may be contracted to provide third-party reviews, condition assessments, treatment proposals, and cost estimates in advance of services.

SUBMISSION REQUIREMENTS

Submissions must provide all requested information. **Qualifications should be emailed and marked “Public Artwork Conservation - Toledo Public Art”**. They will be accepted until December 17, 2019 at 5:00 PM EST. Submissions must consist of the following items in the proper form and by the deadline in order to be considered.

1. Letter of Interest
2. Resume demonstrating qualifications and experience, principal and team
3. Treatment Philosophy
4. Fee Schedule: please include schedule detailing costs for specific services, standard hourly rates, administrative time and travel costs including per diem as applicable.
5. Proof of insurance: By submitting its Qualifications, conservator acknowledges that it has read and understands the insurance requirements for this agreement. Conservator also understands that the evidence of required insurance must be submitted within fifteen (15) days following the signing of a professional services agreement. Insurance requirements are attached.

This project is funded by the City of Toledo's One Percent for Art Program. The One Percent for Art Program is administered by The Arts Commission through its Art in Public Places Committee.

FOR FURTHER INFORMATION

For further information, please contact Nathan Mattimoe, Art in Public Places Coordinator of the Arts Commission of Greater Toledo at 419-254-2787, ext. 1011 or at nmattimoe@theartscommission.org.

The Arts Commission is the longest standing arts commission in the state of Ohio, founded in 1959, administering the City of Toledo's One Percent for Art Program since 1977. The Arts Commission is supported in part by the Ohio Arts Council.

City of Toledo
Insurance Requirements
Non- Professional Contracts
\$10,000 – \$40,000

I. Contractor's Liability Insurance

A. The Contractor shall purchase insurance from at least an A- Best rated insurance company or companies lawfully authorized to do business in Ohio. The insurance required shall be written for not less than the following minimum limits or limits required by law, whichever is greater. Unless otherwise specified in the contract, coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until twelve months (12) after the final payment.

1. Commercial General Liability

- (a) \$1,000,000 products completed operations aggregate limit; \$1,000,000 personal and advertising injury limit (per person/organization); \$1,000,000 bodily injury and property damage (per occurrence).
- (b) The City of Toledo, its officials, officers, and employees shall be named as additional insured, ISO form CG 20 10 (11 85) or equivalent.
- (c) Any self-insured retention must be declared. At the option of the City, the Contractor shall: reduce or eliminate it with respect to the City; or, arrange a financial guarantee securing payment of losses and related investigations, claims administration and defense expenses.
- (d) The Policy shall not exclude by endorsement or otherwise, Products and Completed Operations coverage.
- (e) If the aggregate liability limits required by the Contract for any policy subsequently fall below the aggregate limits required by the Contract for this project, the Contractor and/or subcontractors shall take immediate steps to effect reinstatement of the minimum aggregate liability limits required by the Contract. A revised Certificate of Insurance shall be submitted to the City in compliance with this requirement.
 - (1) Any additional premiums resulting from the reinstatement shall be the responsibility of, and paid by, the Contractor and/or subcontractors.
- (f) The coverage shall not contain limitations on the scope of the protection afforded to the City.
- (g) The coverage shall contain a provision stating that the insurance in place for the benefit of the City as additional insured will be primary and non-contributory to any method of payment and/or coverage maintained by the City.

2. Comprehensive Automobile Liability: Owned, non-owned, and hired vehicles

- (a) \$1,000,000 bodily injury and property damage per occurrence

- B. Certificates of Insurance acceptable to the City, and naming the City additional insured and/or loss payee, shall be filed with the City prior to commencement of the work. These certificates and the insurance policies required by this paragraph shall contain a provision stating that coverage afforded under the policies will not be canceled or allowed to expire until at least (30) day's prior written notice has been given to the City. An additional Certificate evidencing continuation of coverage for twelve (12) months shall be submitted with the final application for payment. Certificates must specify the project name.
 - 1. The Certificate of Insurance shall indicate the aggregate limit available for this project as of the date the Certificate is issued. Binders will be accepted as evidence of coverage for only the first 90 days and cannot be renewed or extended beyond that time.

II. Additional Insurance Requirements

- A. The Contractor waives all rights against the City, its officials, officers, and employees, for damages, however caused. The Contractor, as appropriate, shall require separate contractors, if any, and subcontractors, agents, and employees, to provide the same waiver of subrogation in favor of the City, by endorsement or otherwise.
- B. The policy shall not contain exclusionary language or limitations that are applicable to the City as additional insured that are not applicable to the insured.
- C. The policy shall contain a provision stating that defense costs are paid in addition to and do not deplete any policy limits.
- D. If any of the insurance requirements are not complied with or not renewed at expiration as required, the City may exercise any of the following options:
 - 1. The City may order the Contractor to cease operations until the required insurance is in force,
 - 2. Payments to Contractor may be withheld until the requirements are met,
 - 3. The City may pay the renewal premiums and withhold payment from any monies due the Contractor.
- E. If, at any time, the insurance company and/or policies become unsatisfactory to the City as to form or substance, the Contractor shall, upon notice from the City, promptly obtain a new policy, submit it to the City for approval, and submit a certificate of insurance that meets the requirements enumerated in this contract.
- F. If the Contractor fails to furnish, deliver, and maintain the required insurance, this Contract, at the election of the City, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- G. In the event that claims are filed by reason of any operations under the contract in excess of the insured amounts, the excess amount, in total or part, may be withheld from payments due or to become due the Contractor unless the Contractor provides necessary additional security, that is acceptable to the City, to cover the claims.
- H. Any failure to comply with reporting provisions of the policies of the Contractor shall not affect the terms and conditions of the contract with the City.
- I. The Contractor expressly understands that the insurance requirements as outlined above are minimum requirements to be met under this contract and do not, in any manner, represent that the limits, coverage, or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor and/or subcontractors.
- J. If the Contractor is out of business or otherwise unavailable at the time a claim is presented to the City, the Contractor assigns all if its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance to the City, to the full extent permitted by law.