



Anna Berke, Chair
Sharon Dennehy, Vice-Chair
Kat Zagaria Buckley
Phoebe Cole
Gillian Cook
Councilor Victoria Pelletier
Lindsay Hancock, Creative Portland
Kelly Hrenko, City Manager appointee
Jessica Lauren Lipton
Stephanie Motter
John Whipple

Management & Administration

Sean King
Urban Designer, Planning & Urban Development
Department

PORTLAND PUBLIC ART COMMITTEE

Wednesday, October 18, 2023
4:00 PM Remote meeting via Zoom

1. Zoom Meeting Information

Due to the existence of an emergency or urgent issue the Portland Public Art Committee will conduct this meeting by remote methods/technology at the Zoom link provided below, in accordance with the requirements of 1 M.R.S. section 403-B and the City Council's Remote Participation Policy.

Allow your computer to install the free zoom app to get the best meeting experience.

For more information on how to use Zoom, please go to: <https://www.portlandmaine.gov/remotepud> Public comment will be taken; written comments may be submitted to publicart@portlandmaine.gov

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/81634418875>

Or One tap mobile :

US: +19292056099,,81634418875# or +13017158592,,81634418875#

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Webinar ID: 816 3441 8875

International numbers available: <https://portlandmaine-gov.zoom.us/j/81634418875>

2. Call to Order

- Roll call
- September 20, 2023 meeting minutes

3. Staff Updates

- Report of decisions at the meeting held on September 20, 2023
 - Utilize contingency fund of \$250 for the installation of *Passing the Torch* plaque
- Public art fund balance

4. Project Reports

- **Congress Square Park (Cook):** City to finalize contract amendment #3 with Sarah Sze Studio and MOU with Friends of Congress Square Park. The public art committee to organize a subcommittee that will provide updates on phase 2 artwork construction documents.
- **Gathering Stones (Hancock, Cole):** Artist Jesse Salisbury to provide maintenance recommendations and costs for future committee consideration.
- **Passing the Torch (Zagaria):** Invoice paid and staff picked up the two fabricated signs at Burr Signs. Artist to install sculpture replica and signs to boulders on October 26, 2023.
- **Conservation Projects - ACTIVE (Berke, Cole):**
 - Jewell Box glass replacement
 - Replacement glass costs for single broken pane = \$1,806.29
 - Additional quote to replace two glass panels vandalized by etched graffiti = \$3,726.26

5. Subcommittee Reports

- **Governance/Board Development Subcommittee (Berke, Dennehy)**
 - FY23 annual report and FY24 Budget. Staff recommends the committee review final version following October 18, 2023 meeting and vote during November 15, 2023 meeting prior to City Council agenda.
- **Acquisitions (Formerly "Gifts") (Cole, Zagaria, Hrenko)**
 - Libbytown Neighborhood Association - Maine Med community art grant at Lowell Street Park
 - Create a gift application for future donations
- **Communications Subcommittee (Cook, Cole, Motter)**
 - Subcommittee members to share updates
 - Create a shared digital folder for committee reference files
- **Collection Management (Formerly "Site Selection") Subcommittee (Berke, Cook, Dennehy, Hancock, Lipton and Zagaria)**
 - Potential site location consideration for Portland Homeless Service Center at 654 Riverside Street
 - Maintenance projects for committee consideration
 - Pullen Fountain - Plumbing replacement cost \$800-\$1,000
 - Playing Bears - Missing claws Cost \$1,200 - \$1,400
 - "Czar Reed" - Wax protection coating Cost \$1,500
 - The Hiker - Wax protection coating Cost \$1,300

6. Other Business

- **East Bayside mural project** - Staff confirmed the de-accessioning of the Andrew Schoultz mural from 2016, Council order passed. Staff to coordinate with facilities to determine cleaning and treatment of wall to determine if repainting is viable.
- **Temporary Art**
 - *Oysters in the Park* by Friends of Congress Square Park permit issued, tentative installation first week of October
 - *PMA Art Trail* by PMA installed six reproductions along Eastern Promenade trail
 - *Impact of Exchange* by World Affairs Council re-installed from Amethyst lot
 - *Black is Beautiful* road mural by Indigo Arts Alliance repainted on Cove Street
- Student art project at King School roadway pedestrian and bicycle safety. Artist led student review panel.

7. Public Comment

8. Meeting Adjourns

Next Meeting - November 15, 2023 at 4:00 pm



Anna Berke, Chair
Sharon Dennehy, Vice-Chair
Kat Zagaria Buckley
Phoebe Cole
Gillian Cook
Councilor Victoria Pelletier
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John Whipple

Management & Administration

Sean King, Urban Designer with Planning & Urban Development Department

PORTLAND PUBLIC ART COMMITTEE

September 20, 2023

4:00 p.m. – 6:00 p.m. online via Zoom link

1. Call to Order

• Roll call

Present: Anna Berke, Sharon Dennehy, Stephanie Motter, Gillian Cook, Jess Lipton, John Whipple, Kat Sagaria, Kelly Hrenko, Lindsey Hancock

Absent: Phoebe Cole

• July 19, 2023 meeting minutes

Approved

2. Staff Updates

• Public art fund balance

- New fiscal year - FY 24 active of July
- Capital improvement plan budget that approved PPAC budget of \$50,000 for this year.
- No draw from the account from FY24
- Plaques came from FY23
- Conservation \$15,500 taken from encumbered funds for Armillary from FY23 (aka invoice was paid)
- Was height and children playing on the sculpture ever addressed?

3. Project Reports

- **Congress Square Park (Cook):** No updates

- What's happening with the funds for this?
 - Use of encumbered funds from previous years - \$50k spent on community engagement and paying artist for their design
- City is updating contract with Sarah Sze with creation of construction documents
 - Includes artists fee
- In the process of doing contract amendment and creating a memorandum of understanding with FOCSP.
- \$176,000 goes towards artist fee and construction and rest will be donations
- Timeframe - 6 months for construction documents and year for installation
- Durability?
 - Elevated the piece so people can't climb on it. Low wall that will surround the piece and lighting will help to alleviate climbing concerns.
- What were proposal numbers from 2022?
 - Production: 170k (includes insurance, engineering etc)
 - Artist fee: \$70k
 - Documentation: \$25k

- **Gathering Stones (Hancock, Cole):** Project completion, staff observed vandalism to the stones to request feedback from artist to address future maintenance.

- Vandalism/etching on one of the concave piece
- Committee can vote on whether PPAC can add it into maintenance budget

- **Passing the Torch (Zagaria):** Staff picked up the two fabricated signs at Burr Signs. Artist provided quote of \$250 to install the sculpture replica and attached two signs to boulders, PPAC member to vote in order to utilize public art funds.

- Preference for both plaques and sculpture replica to be installed at the same time.
- \$250 installation cost just for plaque not replica
- Fabrication cost for plaque came out of contingency fund and artist is donating replica
- Motion made for PPAC to cover \$250 for installation of plaque to stone:
- Roll call vote: passed unanimously
- Lighting is still a loose end
 - Marc needs to provide installer with information
 - Quickest action would be to use PPAC funds to remediate the lighting issue

- **Bramhall Square Redesign (Whipple):** No updates –

- remove from future agendas. Department of public works is leading this and haven't earmarked funds. Chris can't start until those funds have been earmarked.

- **Conservation (Berke, Cole): Conservator** - Jonathan Taggart (JT).

- Conservation of *Untitled- Armillary* completed in August 2023 by JT who provided description that staff has included in the packet and annual plan.

- Staff received a cost estimate from JT for conservation assessment to prioritize maintenance over the next five years. PPAC chairs to review conservation assessment from 2021 and priority projects completed.

- <\$11k for assessment but only 10k in budget. Talked about the possibility of obtaining quotes from other assessors to compare. Anything over \$5k needs at least 3 quotes, doesn't need to go out to bid if under \$25k

- City will post bids - the committee could write up a call for conservation and post to public art resources. It just doesn't need to go through the advertisement of "bid" on the city website.
- Can we start a list of other conservators who to get quotes from
- Discussion ensues
- Sean will send out a draft of response to JT on his assessment
- Staff observed damage to glass panels at Jewell Box bus shelter on Congress Street, with potential for more durable materials.
 - Replacement materials? Lexan(?) or polycarbonate (poly not a very forgiving material)
 - Could we buff out acid etched graffiti?

Other

- 4 priority items indicated on assessment - costs for conservation are relatively low.
- Sean will send a document with information/costs and will review/deliberate during next meeting.
- Kennedy Park Mural - deteriorating - has anti-graffiti coating on it. Sean will look back at treatment report that was provided
 - JT recommended decommissioning - mural is compromised. Treatment should be able to maintain stable parts of the mural for the time being.
 - Sharon sent out recent pictures of deterioration
 - Discussion ensues
 - Sean will send out deaccessioning guidelines if it is a requirement of the process
 - Kelly offers to help lead community outreach

4. Subcommittee Reports

• Governance/Board Development Subcommittee (Berke, Dennehy)

- FY23 annual report and FY24 Budget.
- Signage guidelines
 - City council will review and if approved will be included in public art guidelines
- New acquisitions, projects and vision for the future
 - Discussion about encumbered funds. There is a backlog of funds from remaining years. A process could be put in place to use these funds for new acquisitions.

• Gifts Subcommittee (Cole, Zagaria, Hrenko)

- Libbytown Neighborhood Association - Maine Med community art grant at Lowell Street Park.
 - Zach wants to shift from a temporary art to a gift application. Committee members will review guidelines with Zach.
 - No guidelines set up in the application that work across the board. Could this gift help start the process of creating guidelines for the application for gifts. Information could be included on the website.
 - The gift process policy is currently buried in public art guidelines but there isn't a specific application for it.

- Additional gifts proposals for committee discussion

• Communications Subcommittee (Cook, Cole, Motter)

- Subcommittee members to share updates.
 - Outstanding photos have been added to the website - can now start promoting on social media.
- Publicartportland.org updated by staff. Hosting company to evaluate Google maps account.
 - Need to follow up with James about where this is at.

- Create a shared digital folder for committee reference files.
- **Site Selection Subcommittee (Cook, Dennehy, Hancock, Lipton, Zagaria)**
- Subcommittee members to share updates

- No updates

5. Other Business

- APPROVED TEMPORARY ART: Portland Downtown *Painting outside the box* artist selections. (Cole)
- APPROVED TEMPORARY ART: Friends of Congress Square Park received approval for *Oysters in the Park* (Dennehy)
- INSTALLED TEMPORARY ART: PMA Art Trail along the Eastern Promenade Trail during the week of September 18th (Cook, Lipton)
- INSTALLED TEMPORARY ART: *Impact of Exchange* by World Affairs Council of Maine during the week of August 28th at Amethyst lot at Eastern Promenade Trail. (Mottet, Cook)
- INSTALLED TEMPORARY ART: *Black is Beautiful* street mural repainted outside of Indigo Arts Alliance on Cove Street.

- How do committee members and community members find out about projects that have been installed. Work on more transparency for temporary work and panel participation.
- List of who is up next to be on a temporary art committee - Sean and Maia will draw from this list to make participation more equitable.
- Maia Bellassa (sp?), city planner, will now lead temporary art
-

Subcommittee thoughts

- Now acquisition committee for gifts
- Creation or restructure of committee to be an acquisition committee
- Potentially have a collection subcommittee to obtain object records/ conservation records
- Maybe add conservation subcommittee into this
- Collections Subcommittee
 - Site subcommittee
 - Conservation subcommittee
- Motion made to make these changes
- Roll call vote: Approved unanimously
- Is there a preferred platform to hold collection information - will be reviewed for the next year's operating budget
- Is there a preferred platform to hold collection information - will be reviewed for the next year's operating budget

Annual Report

- Operating costs for website comes from planning not PPAC so Sean will not include in annual report.

6. Public comment

7. Meeting adjourns - 5:58 pm

Next Meeting – October 18, 2023 at 4pm

FY24 - Proposed Budget (July 2023-June 2024)

TOTAL PPAC Balance		
A	Total Balance (includes FY24)	\$ 356,640.60
B	Total Encumbrances	\$ 202,172.00
C	Remaining Balance	\$ 154,468.60

Remaining Encumbrances from approved budget plans			
	Activity	Description	Budget
A	Congress Square Public Art	New Commission - Sarah Sze artist	\$ 176,000.00
B	Bramhall Square Artwork	New Commission - Chris Miller artist	\$ 26,172.00
C	Conservation Armillary	Conservation and Maintenance	\$ 15,500.00
	Total Encumbered		\$ 202,172.00

FY24 - Proposed Budget Breakdown				
	Activity	Description	Proposed Budget	Current FY23 Budget Balance
A	Conservation and Maintenance	To cover routine maintenance, priority conservation items	\$ 10,000	\$ 10,000.00
B	Contingency Fund	To cover repairs, theft, relocation, Community Art grant, plaque purchase, etc.	\$ 10,000	\$ 9,388.62
C	New Artwork	New acquisition + install:	\$ 30,000	\$ 30,000.00
	Total FY23 Budget		\$ 50,000	\$ 49,388.62

FY24 Expenses	Funding Source	Total (PAID)	Project Notes
Burr Signs	FY24 Contingency	\$ 611.38	Passing the Torch Plaques (Qt.)2

Sarah Sze Studio Contract - 10/1/2016

**AGREEMENT BETWEEN THE
CITY OF PORTLAND, MAINE
AND
SARAH SZE STUDIO, INC.**

This **AGREEMENT** is entered into as of the 1st day of October, 2016 by and between the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, ME 04101 (hereinafter the “**CITY**”), and **SARAH SZE STUDIO, INC.**, a New York corporation with a mailing address of 438 West 37th Street #4A, New York, NY 10018 (hereinafter “**SZE STUDIO**”).

W I T N E S S E T H:

WHEREAS, the **CITY** is in need of public art services in connection with the Congress Square Public Art Commission and Congress Square Redesign project, and did undertake an invitational competition as allowed for in the *City of Portland, Maine Guidelines for the Public Art Ordinance*, Section III, “Guidelines for Selecting Artwork and ARTISTS,” and issued an invitation to participate to seven artists dated May 2, 2016 (hereinafter, the “Request for Qualifications”), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, **SZE STUDIO** has the requisite knowledge and technical ability to perform the required services and has submitted qualifications dated May 20, 2016 (hereinafter, **SZE STUDIO**’s “Qualifications”), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration, the **CITY** decided to award this contract to **SZE STUDIO**;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Definitions:

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement or any of the attached Exhibits, it shall have the meaning set forth below:

- a. "Artwork" shall mean the work of art designed by SZE STUDIO under the terms of this Agreement, as described and defined in the Proposal defined in the Scope of Services to be Provided by SZE STUDIO, which is attached hereto as Exhibit C and incorporated herein (the "Scope of Services").
 - b. "Work" shall mean the work of SZE STUDIO pertaining to providing the City with the services and deliverables as required under this Agreement and as outlined in the Request for Qualifications and the Scope of Services. In addition to all other services and deliverables required, Work shall include the design, fabrication, delivery and installation of the Artwork.
2. The restatement in this document of any term of the Request for Qualifications shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Qualifications or the Scope of Services and this document, then this document shall govern; and the Scope of Services shall govern over the Request for Qualifications, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.
3. Services SZE STUDIO agrees to perform. **SZE STUDIO** will furnish the materials, supplies, equipment, labor and personnel necessary to perform the Work, including artistic direction by Sarah Sze.
4. **SZE STUDIO** covenants and agrees that all Work performed and furnished hereunder shall be in accordance with applicable artistic standards, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by **SZE STUDIO** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
5. Insurance.
 - (a) **Required Insurance.** Without in any way limiting **SZE STUDIO's** liability pursuant to Section 6, the "Indemnification" section of this Agreement, **SZE STUDIO** shall maintain, or cause to be maintained, in force insurance in the following amounts and coverages. **SZE STUDIO** shall obtain such insurance on or before the time specified below or per any modification to this Agreement. **SZE STUDIO** shall maintain all required insurance continuously from the time originally specified, throughout the term of this Agreement and any amendments thereto until Final Acceptance of the Work by the Director and the PPAC.

(i) **Workers Compensation.** In statutory amounts with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness. Artist shall obtain such insurance prior to certification of this Agreement. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. To the extent Artist warrants, in writing, that **SZE STUDIO** is not an employer and has no employees as defined by the Maine Workers' Compensation Act **SZE STUDIO** need not provide to the City proof of Workers Compensation insurance.

(ii) **Professional Liability Insurance.** For all design professionals (such as architects, landscape architects or engineers), applicable to contractor's profession, who provide **SZE STUDIO** with signed stamped drawing or calculations. Such insurance shall have limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions. **SZE STUDIO** or **SZE STUDIO's** subcontractors shall obtain such insurance when **SZE STUDIO** subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance shall maintain such insurance, and proof thereof, for the term of this Agreement.

(iii) **Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **SZE STUDIO** shall obtain such insurance prior to commencing the fabrication of the artwork and shall maintain through the transportation and installation of the Work at the Site. **SZE STUDIO** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the Commercial General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable.

(iv) **Automobile Liability Insurance.** Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, NonOwned and Hired auto coverage, as applicable, unless a lesser amount is approved by the City. **SZE STUDIO** shall obtain such insurance prior to certification of this Agreement.

(v) **Fine Arts Insurance or other insurance against loss** in an amount equal to the total payment specified under Section 11 (Compensation) of the contract. **SZE STUDIO** shall obtain such insurance prior to commencing fabrication of the Artwork.

(vi) Transportation and/or Installation Coverage, as necessary and appropriate.

(vii) For all coverages, **SZE STUDIO** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance company or agent. Nothing in this Agreement constitutes a waiver of any defense, immunity or limitation of liability that may be available to the **CITY**, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. Seq.), and nothing in this Agreement shall constitute a waiver of other privileges or immunities that may be available to the **CITY**.

6. Indemnification.

(a) To the fullest extent permitted by law, **SZE STUDIO** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust including, but not limited to, the costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of **SZE STUDIO**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

(b) **Indemnification — Intellectual Property.** **SZE STUDIO** shall defend, indemnify and hold harmless **CITY**, its officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action, including reasonable attorneys' fees and related costs, arising out of the claim that the Artwork or its use, infringes Intellectual Property rights of a third party or parties.

7. Inspection and Acceptance. **SZE STUDIO** shall perform the work in a manner that is consistent with the Portland City Council Annual Plan approval dated February 23, 2015, the terms of this Agreement (including all exhibits) and with the principles and priorities outlined in the City of Portland Public Art Guidelines dated February 3, 2014 and to the reasonable satisfaction of the **CITY's** Director of Planning & Urban Development or his or her authorized representative (hereinafter "Director") and the Portland Public Art Committee (hereinafter "PPAC"). The Director and the PPAC shall have the right of inspection of the Work upon reasonable notice and the approval and acceptance of the Work by the Director and PPAC shall be a condition precedent to payments by the **CITY** under this Agreement. **SZE STUDIO** acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the **CITY** to supervise any aspect of or approve the quality of the Work.

8. Deadline for Completion. Upon receipt of an executed contract and insurance as required, the **CITY** will promptly send a fully executed contract to **SZE STUDIO**. The Work commenced as of October 1, 2016 and shall be completed on the schedule outlined in the Request for Qualifications and according to a mutually-agreed work plan to be developed by the **CITY** in consultation with **SZE STUDIO**. **SZE STUDIO** shall also

coordinate its work schedule with the Design Team to be hired by the **CITY** under separate agreement. **SZE STUDIO** agrees to complete the entire Work by October 1, 2019. The time set for such completion may be extended only by written consent of the Director.

9. Procedure for Execution of Work

(a) The Work shall be completed in separately defined, successive phases ("Phases"). In addition to the Phase(s) set forth in Exhibit C at the time this initial Agreement is entered into, the parties may modify this Agreement to include subsequent Phases. Each Phase shall be governed by this Agreement, and by any modifications to this Agreement setting forth specific terms and conditions governing each Phase of Work. Each modification will include the Phase for which the **CITY** has given authorization, the scope of work covered by that Phase, the schedule of deliverables, insurance requirements, and payment terms.

(b) By authorizing any particular Phase, the **CITY** is not obligated to authorize any subsequent Phase. Subject to the limitations contained in this Agreement, the **CITY** may terminate this Agreement at any time and is under no obligation to modify the Agreement to include subsequent Phases.

(c) **SZE STUDIO** shall not commence any Phase nor incur any expense in anticipation of commencing any Phase unless the **Director** has given prior written authorization and the **CITY** has certified the availability of funds. Prior to beginning each Phase, **SZE STUDIO** shall obtain any necessary approvals of the previous Phase. In no event shall **CITY** be liable for any claims or damages arising from **SZE STUDIO's** unauthorized actions, and **SZE STUDIO** shall defend, indemnify and hold **CITY** harmless for the same.

10. Completion and Compensation.

(a) For the performance of Phase I of Exhibit C of the terms and conditions of this Agreement, and subject to the contingencies below, the **CITY** will pay **SZE STUDIO** an Artist Fee, the total fixed-price amount of Seventy-five Thousand Dollars (\$75,000.00) which will include any expenses.

(b) **SZE STUDIO** agrees to a fixed-price contract for Phase I as outlined in Exhibit C, and payment for all services performed under Phase I of Exhibit C of this Agreement shall be according to the following schedule: For the Design Concept stage, 30% of the fixed-price amount shall be paid after completion of the following: participation in the storefront workshop and public open house (October 5, 2016), attendance at one public meeting to present and receive feedback on the Design Concept(s) (December 15, 2016), and delivery and acceptance of Design Concept(s) at the April 19, 2017 PPAC Meeting. For the Design Scheme stage, 30% of the fixed-price amount shall be paid after completion of the following: delivery and acceptance of the Design Scheme, and attendance at a public meeting to present and receive feedback on that approved Design

Scheme. For the Final Design Development stage, the remaining 40% of the fixed-price amount shall be paid upon full completion and acceptance of the Phase I scope with final versions of all deliverables and fulfillment of public meeting requirements set forth in Exhibit C. Payment for such services shall be made to **SZE STUDIO** not more than thirty (30) days after receipt of and acceptance of the Work by the Director or his or her designee.

(c) If requested to do so in writing by the **CITY**, **SZE STUDIO** shall enter into mutually-agreed modifications of this Agreement which may include but not shall not be limited to further details relating to Phase II and any other phases of the Work, up to and including final installation of the Artwork at **CITY's** option. **SZE STUDIO's** fee for Phase II and any other subsequent Phases shall be in accordance with the Budget developed during Phase I as contemplated in Exhibit C and approved by the **Director**. **SZE STUDIO** understands that Phase II payment may be contingent on fundraising. **CITY** must exercise its option to require a subsequent Phase within 1 years of completion of the prior Phase. If **CITY** fails timely to exercise its option, **SZE STUDIO** is released from its obligation under this Section.

(d) The Work to be completed by **SZE STUDIO** is unique and personal to **SZE STUDIO**, and may not be capable of completion by anyone other than **SZE STUDIO**. Therefore, if **SZE STUDIO** fails or refuses to modify this Agreement to include subsequent Phases after having been requested to do so by the **Director**, or fails to complete the Work required by any Phase, the **CITY** may terminate this Agreement under Paragraph 13(a) below and **SZE STUDIO** shall not be entitled to any further payment under this Agreement.

11. The **CITY** agrees to timely furnish or provide timely access to **SZE STUDIO** to any information or material in its possession which is relevant to **SZE STUDIO's** performance hereunder and **CITY** staff will cooperate with **SZE STUDIO**. **SZE STUDIO** will not, without the **CITY's** written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **SZE STUDIO**, of any information or material furnished or generated under this Agreement. **SZE STUDIO** shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information which is published or comes into the public domain through no fault of **SZE STUDIO** or is required to be disclosed by law.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed *only* to authorized **CITY** representatives;
- (b) **SZE STUDIO** shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the **CITY's** prior written consent; and
- (c) All copies or versions (in whatever form) of documents, data, studies, estimates,

summaries and any other work or material developed under this Agreement shall be the property of the **CITY** upon final payment due to **SZE STUDIO** under this Agreement and shall be promptly delivered to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the **CITY**. The preceding sentence shall not be deemed to modify the intellectual property terms of Paragraph 15 below.

12. Termination.

(a) **For Cause.** The **CITY** may terminate this Agreement for cause by written Notice to **SZE STUDIO**. For the purposes of this Agreement, "for cause" shall include, but shall not be limited to, the bases for termination outlined in Paragraph 11(d), above. In the event of such termination by **CITY** for cause, **SZE STUDIO** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

(b) **For the Convenience of the CITY.** The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to **SZE STUDIO**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay **SZE STUDIO** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

(c) **SZE STUDIO** may terminate this Agreement on thirty (30) days prior written Notice to the **CITY** for artistic differences. For the purposes of this Agreement, "artistic differences" shall mean (1) the PPAC has not accepted any of **SZE STUDIO**'s Proposal(s) as outlined in Exhibit C at Phase I (Design) Paragraph 1.a) ii)) 60 days after the final proposal, or any alternate proposals requested by the City as outlined in Exhibit C Phase 1 Paragraphs 1) a) and d); and or (2) the parties are unable to reach an agreement on an amount of additional compensation for a third proposal or design alternative as described in Exhibit C at Phase I (Design) Paragraph 1.a) ii). In the event of such termination, **SZE STUDIO** shall retain the payments made to the date of said Notice.

13. Ownership of Results and Risk of Loss

(a) **Title Transfer.** Title to the Artwork shall transfer from **SZE STUDIO** to **CITY** upon the **Director's** final acceptance of the Artwork and final payment for all Phases. Title transfer shall be self-executing upon **Director's** Final Acceptance and **SZE STUDIO'S** receipt of final payment. **SZE STUDIO** will cooperate in providing to **CITY** any title transfer documents **CITY** may request or require during or after the Term of this Agreement.

(b) **Risk of Loss.** The risk of loss or damage to the Artwork shall be borne solely by **SZE STUDIO** until final acceptance of the Artwork by the **Director** and PPAC and installation by **SZE STUDIO**. **SZE STUDIO** shall take steps to protect the Artwork from loss or damage. The **Director** and PPAC shall make a good faith effort to inspect the Artwork within 15 days after completion so that the **Director** can approve the Artwork in a timely fashion.

(c) **Ownership of Documents.** The physical manifestations (whether in digital or hard copy form) of the Conceptual Design, Design Development Documents,

Construction Documents, Samples, Mock-ups and all other documents prepared and submitted by **SZE STUDIO** to the **CITY**, the **Director** and/or **PPAC** pursuant to this Agreement shall belong to the **CITY**. **SZE STUDIO** may retain originals of such documents and items and provide copies to **CITY**, the **Director** and **PPAC**.

14. Intellectual Property and Publicity Rights

(a) **Copyright.** Subject to usage rights and licenses granted to **CITY** hereunder, Sarah Sze (**SZE STUDIO**'s CEO) shall be and remain the author of the Artwork under, and retain all copyrights and other rights under, the Copyright Act, 17 U.S.C. §101 et seq., as amended, in all original works of authorship produced under this Agreement. Such copyright shall not extend to predominantly utilitarian aspects of the Artwork, such as landscaping elements, furnishings, or other similar objects

(b) **CITY's Intellectual Property License.** Subject to **CITY**'s compliance with its payment, credit, and other obligations under this Agreement, **SZE STUDIO** on behalf of Sarah Sze grants to **CITY**, and to **CITY**'s agents, authorized contractors and assigns, an unlimited non-exclusive and irrevocable license to do the following with respect to the Artwork and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

(i) **Implementation, Use and Display.** **CITY** may use and display the Artwork (to the extent the Work includes graphic representations or models). To the extent the Work involves design elements that are incorporated by **CITY** into the design of the Site, **CITY** may implement such elements at the Site.

(ii) **Reproduction and Distribution.** **CITY** may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. **CITY** may use such reproductions for any **CITY**-related purpose, including but not limited to advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, documentation of **CITY**'s Public Art Collection, and catalogues or similar publications. **CITY** shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the **CITY**. The proceeds from the sale of any such reproductions shall be used to maintain and support **CITY**'s Public Art Collection or for any other public and non-commercial purposes that **CITY** deems appropriate. The license granted hereunder does not include the right to create 3-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Such reproductions may only be created pursuant to separate license agreements with **SZE STUDIO**.

(iii) **Public Records Requests.** To the extent any documents provided by **SZE STUDIO** to **CITY** are public records, the **CITY** may authorize third parties to review and reproduce such documents pursuant to public records laws, including but not limited to 1 M.R.S. §§ 400-521.

(c) **Third Party Infringement.** The **CITY** is not responsible for any third party infringement of Sarah Sze's copyright and not responsible for protecting the intellectual property rights of Sarah Sze.

(d) **Credit.** **SZE STUDIO** hereby agrees that all formal references to the Artwork

and any reproductions of the Artwork in any form shall include the following credit: "Collection of the **CITY** of Portland Public Arts Committee." **CITY** shall credit Sarah Sze for the Artwork upon publication of any two dimensional reproductions of the Artwork. The **CITY** shall make ensure that all reproductions by **CITY** shall contain a copyright notice substantially in the following form: "Copyright (c), Sarah Sze , date," in such a manner and location as shall comply with the U.S. Copyright laws.

(e) **Publicity.** **CITY** shall have the right to use Sarah Sze's name and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding **CITY** or the **PPAC**.

(f) **Trademark.** In the event that **CITY's** use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, Sarah Sze shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

(g) **Unique.** **SZE STUDIO** warrants that the design of the Artwork as expressed in the Proposal is an edition of one, and that **SZE STUDIO**, **SZE STUDIO's** agents, and Sarah Sze will not execute or authorize another to execute another reproduction of the Artwork. This warranty shall continue in effect for a period consisting of the life of Sarah Sze plus 70 years or for the duration of the Artwork's copyright protected status, whichever is longer, and shall be binding on **SZE STUDIO** and Sarah Sze and their heirs and assigns. Recognizing that **CITY** has no adequate remedy at law for **SZE STUDIO's** violation of this warranty, **SZE STUDIO** agrees that, in the event **SZE STUDIO** breaches this warranty, **CITY** shall be entitled to enjoin **SZE STUDIO's** breach. Nothing hereunder shall be construed to constrain **SZE STUDIO** or Sarah Sze from creating posters, note cards, or other reproductions of the Artwork with appropriate credit to the **CITY** and **PPAC**.

(h) **Relocation or Deaccessioning of the Artwork.**

(i) Any relocation or deaccessioning of the Artwork shall follow the procedures outlined in the City of Portland Public Art Guidelines.

(ii) In the event the City decides to deaccession the Artwork, the **CITY** shall notify **SZE STUDIO** of its intention to do so. **SZE STUDIO** shall have the right of first refusal to purchase the Artwork at or above the highest offer, if any, that the **CITY** receives for the Artwork.

(iii) In the event the **CITY** decides to relocate the Artwork, the **CITY** shall notify **SZE STUDIO** of its intention to do so. The **CITY** shall consult with **SZE STUDIO** regarding the proposed relocation. **SZE STUDIO** may be paid a fee for such consultation services, provided the **CITY** and **SZE STUDIO** first agree, in writing, upon **SZE STUDIO'S** fee for such service. If the parties cannot agree on a site for the relocation of the Artwork, or cannot agree to the financial terms of any consultation, **SARAH SZE** shall have the right to have her name removed from the work and to otherwise disclaim authorship of the work.

(iv) **Site Work.** In the event the **CITY** decides to perform any significant work at the Site that would alter the Site or the Artwork or otherwise affect the appearance of the Artwork, the **CITY** shall first notify **SZE STUDIO** and shall consult with **SZE STUDIO** in the planning and execution of such work at the Site; provided, however, that **CITY**, in its discretion, shall make the final determination for the nature and extent of Site work. In the event that **SZE STUDIO** and Sarah Sze disagree with such

determination, each shall each have the right to have their names removed from association with the Artwork and to otherwise disclaim authorship of the Artwork.

(v) **Modification or Damage to the Artwork.** If any modification or damage to the Artwork occurs (whether related to deaccessioning, relocation, work at the Site, or otherwise), then (a) CITY shall notify SZE STUDIO and discuss next steps with SZE STUDIO (including what if any repair attempts SZE STUDIO and the CITY believe are appropriate) and (b) SZE STUDIO and Sarah Sze shall each have the right to have their name removed from association with the Artwork and to otherwise disclaim authorship of the Artwork.

15. Out of concern for the public, **CITY** employees and **SZE STUDIO's** employees, all Work performed by **SZE STUDIO** shall be in conformance with pertinent OSHA, local, state and federal government regulations if applicable to **SZE STUDIO** and the Work.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any dispute arises under this Agreement, senior representatives of CITY and SZE STUDIO shall meet in person within 14 calendar days of receipt of written notice requesting such a meeting to try to negotiate a resolution of such dispute. If such negotiations and related discussions do not resolve the dispute, the Parties may consider but are not obligated to participate in non-binding mediation to resolve such dispute.
17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
18. This Agreement and its attachments represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the **CITY** and **SZE STUDIO**.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this

Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **SARAH SZE STUDIO, INC.** signed and sealed this instrument as of this

18 day of ^{April}~~March~~, 2017.

WITNESS:

WITNESS:

Approved as to form:

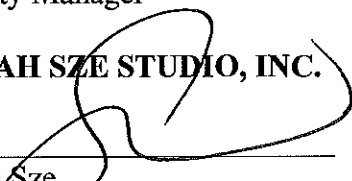


Corporation Counsel's Office

CITY OF PORTLAND

By: 
Jon P. Jennings
Its City Manager

SARAH SZE STUDIO, INC.

By: 
Sarah Sze
Chief Executive Officer

Approved as to funds:



Budget Office

Exhibit A

Congress Square Public Art Commission – 2016

The Portland Public Art Committee (PPAC) is asking artists to indicate their interest in being one of three or four finalists to design permanent public artwork(s) to be installed in Congress Square, a public open space in the Arts District in downtown Portland. The project includes the Congress Square Redesign and the commissioning of works of Public Art, presenting a unique opportunity for collaborative urban design and public art; the public art concept will be developed in tandem and integrated into the redesign of a public square and traffic intersection. One artist/artist team will be selected to collaborate with the urban design team to be chosen simultaneously. The proposed public art commission budget is a minimum of \$500,000 which includes an artist fee of \$75,000.

OVERVIEW

In 2012, the Portland Public Art Committee selected Congress Square to be the location of their next major installation. The committee has spent the last three years accruing funds and developing a vision for this project.

THE SITE – CONGRESS SQUARE

Congress Square is a New England urban square that includes a five-way intersection, one public park, two public plazas, two traffic islands, and surrounding sidewalks. It is a multi-modal space that currently gives priority to motor vehicles at the expense of the pedestrian experience. The intersection streets include Congress Street, a two-way cross-peninsula corridor and main street, and High Street, a high-traffic, one-way state road running northbound providing access off-peninsula and to Interstate 95. The Square is surrounded by historic landmarks and high-profile buildings. The newly renovated Westin Harborview Hotel (formerly Eastland Park Hotel, built 1926) sits on the northwest side of the Congress Square Park and has an entrance facing the Square. A senior's residence apartment house with retail on the first floor sits on the northeast side. Facing the Park directly across High Street is the State Theater, a 1920s, 1,400 seat concert venue, and directly across Congress Street is the historic H. H. Hay Building and the Portland Museum of Art (designed by Henry Cobb of Pei, Cobb, Freed & Partners) each with their own public plaza space. On the southwest corner sits the Schwartz building, a historic commercial block currently undergoing renovation. The population in the area of Congress Square is diverse. It consists of employees from numerous office, retail and service businesses; visitors attending cultural and entertainment venues; customers of local shops and restaurants; students from the Maine College of Art; tourists and business travelers staying at the Westin Harborview Hotel; and residents of both market rate and subsidized housing adjacent and in the surrounding neighborhood, some of which have limited mobility and rely on Congress Square as their neighborhood open space.

CONGRESS SQUARE REDESIGN PROJECT

The Congress Square Redesign project is a large-scale renovation of a major public open space in the heart of the Arts District. There are two parts to this project – the redesign of the public open space known as Congress Square, and the creation of a public artwork to be integrated and located in the new Square design. This project has a high level of community interest and participation - neighborhood organizations, residents, nonprofits, arts organizations, and the business community have worked with the City of Portland for more than five years to develop a vision for the Congress Square Redesign. The project is changing the face of Portland by turning an underused, car-dominated intersection into a vibrant public urban amenity in the heart of the Arts District. One of a series of urban squares along Congress Street, the main street of the downtown, Congress Square will become a focal point for cultural activities and community programs, contribute to the economic vitality of the city, and improve

the quality of life for Portland residents, workers, and visitors. Extensive evaluation, community planning, and visioning has gone into the Congress Square Redesign project. Art is central to the vision for this public space with arts programming and public art as key components, expressed in the vision statement below. Artwork created for Congress Square is expected to fit into this overall vision and be integrated with the redesign project. The PPAC sees this as an exciting and rare opportunity to engage an artist to create public artwork in coordination with a public space design. The artist/artist team selected for this project will be expected to collaborate with the design team to develop a fully integrated urban design and public art concept.

CONGRESS SQUARE REDESIGN VISION & PARAMETERS

The artist is expected to incorporate the community vision into the artwork concept. An initial visioning process was conducted by the Planning Division in the summer of 2013 to determine a vision statement for the Square as well as a list of activities, uses, and guiding principles for its redesign. Additional information about the visioning process and Congress Square history can be found at the Congress Square Vision page (refer to the project resources at end of this document). Over the past two years, the Friends of Congress Square Park have programmed and maintained the space and collected observations and data on the use. These efforts combine to develop the redesign vision and parameters below. A report on this programming and research can be found in the Southwest Heart of the Community grant report (refer to project resources at the end of this document).

Vision Statement: Congress Square is a high quality, distinctive urban space that epitomizes the Arts District while remaining accessible and inviting to all. Year-round, the Square provides a welcome break in the dense, historic district street wall where one encounters a range of activities including events and installations that celebrate local arts and culture, and fosters spontaneity, informal gathering, and fun. As a gateway intersection, the redesigned Congress Square places priority on the pedestrian experience and safety while accommodating all transportation modes in an efficient manner.

Final design of the redesigned Congress Square shall:

- Deliver an identity for the Square as a whole
- Acknowledge that the Square is the heart of the Arts District as well as a gateway to it
- Be conscious of its context within the Congress Street Historic District and surrounding landmark buildings
- Be of high quality and visually interesting (with quality materials, details, and lighting)
- Incorporate the proposed public art installation(s)
- Maintain the flexibility necessary to accommodate events and daily uses
- Accommodate programs & events ranging in size from 25 to 400 attendees (such as First Friday, political rallies, musical performance, temporary or interactive art installations)
- Attract a range of users of all ages (including employees, residents, visitors, shoppers, and hotel/museum/theater patrons)
- Prioritize the pedestrian experience and safety by enhancing visual and pedestrian access throughout space
- Be accessible to varying physical and financial abilities (elderly, ADA, children)
- Provide for daytime and evening use
- Provide for year-round use adding features to extend the use of the Square through the seasons
- Feature appropriate balance of green space and hardscape
- Provide adequate seating of various types and in a variety of conditions (sun/shade, etc.)

- Be simple and durable with maintenance needs in mind
- Address lighting, power, and security needs

Further Considerations for Design:

- Potential for introduction of outdoor dining, food vendors and/or trucks, water feature, and/or public restrooms
- Potential for transit accommodations (e.g. bus shelters, stop improvements)
- Relationship amongst the public spaces (Museum Plaza, H. H. Hay Building Plaza, and Congress Square Park)
- Potential for shared-use intersection conversion
- Wayfinding and signage compatible with the City's wayfinding plan
- Phased implementation

Base Assumptions:

- Clock mechanism from former Union Station will be relocated
- Direct access for the hotel through Congress Square Park will be maintained
- Sunken aspect of Plaza shall be re-evaluated and addressed

CONGRESS SQUARE PUBLIC ART GOALS, PARAMETERS, & SCOPE

The selected artist will develop a concept that responds sensitively to the community vision, the proposed site, and the surrounding context, and must be consistent with the objectives of the Portland Public Art Ordinance and Guidelines.

GOALS: Public art in Congress Square should address the following goals:

- Central concept that contributes to the identity of the Square as a unified public space in the Arts District
- Strong physical presence with dimensionality, materiality, and scale appropriate to the site
- Contribute to the gateway function of the Square by creating energy on the periphery of the space
- Interactive and engaging
- Site-conscious and integrated with new Square design
- Visual and Physical Permeability – artwork does not create visual barriers or otherwise hinder access, physical or visual, to the Square
- Of its time and place – contemporary work that has a relationship with its site and time in history

PARAMETERS: The design for the Congress Square Public Art Commission shall meet the following parameters:

- Artists interested in pursuing this commission are asked to design visually interesting, safe, and durable public artwork that will be located within Congress Square.
- Artwork may be sited in any public area(s) or surface(s) of the Square but there is a high priority on Congress Square Park.
- Artwork may be a single object or multi-part; it may be a stand-alone object, an architectural element, or be integrated into a design component of the Square.
- Artwork must be designed for permanent placement in Congress Square and with a life expectancy of at least 25 years, ideally lasting many generations.

- Artwork must not present safety hazards and be designed to require minimum maintenance. The
- artwork must be designed to shed water.

SCOPE: The Congress Square Public Art Commission has three (3) phases:

1. Site Visit/Interview/Public Forum

Budget: up to \$1,000 stipend per finalist

Scope: Site visit, Public presentation, Interview, Travel

City responsibilities: Facilitation of public forum, Final artist selection and contract preparation

2. Public Artwork Design Development

Budget: \$75,000 artist fee

Scope: Concept development, Coordination with design team, Administration, Travel, Materials

City responsibilities: Facilitation of public process, Facilitation of approvals (Historic Preservation, Parks Commission, City Council), Fundraising

3. Public Artwork Execution and Acquisition (separate contract)

Budget: \$425,000 (proposed, dependent on funding)

Scope: Execution of the concept, Fabrication, Shipping/transportation, Installation oversight, Travel, Acquisition of artwork

City responsibilities: Contract preparation, Accept delivery and liability for artwork, Installation, Coordination with overall Square construction.

BUDGET

The total projected budget for the public art commission is \$500,000 with the following phases:

Phase 1: \$3,000 to \$5,000 for stipends (up to \$1,000 per finalist)

Phase 2: \$75,000 artist fee

Phase 3: \$425,000 implementation (proposed, dependent on funding)

The Phase 3 contract will require the artist to oversee the installation process. Physical installation costs are not included in this commission budget and will be covered by the City of Portland.

Phases 1 and 2 are fully funded at this time. Phase 3 is partially funded and will include a major fundraising campaign beginning in the Spring, 2016. The City of Portland is also applying for grants towards the implementation of the commission. The target budget for this project is \$503,000 with the possibility of up to \$1,000,000 dependent on funding sources. Artists should apply for this commission with the understanding that the final implementation budget is not yet secured.

Funding sources: Portland Public Art Committee (public Capital Improvement Project funds), private fundraising, grants

REVIEW CRITERIA

This selection process is concurrent with the selection of the Congress Square Redesign team – the public forum will include presentations from all finalists – artists and design teams. Contracts will begin on the same date and project coordination will be expected throughout the design process.

1. Relevant experience of artist including a demonstrated ability to successfully complete public art projects, and permanent outdoor artworks

2. Qualifications and record of artistic achievement demonstrated through resume, images of work, professional recognition

3. Demonstrated ability to coordinate and collaborate with a design team and public stakeholders
4. Project understanding and ability to complete all core tasks and deliverables within available budget
5. Compatibility of artistic aesthetic with the site and project goals

ROUND 2 SELECTION PROCESS

Finalists will develop a presentation for a public forum and interview. This will include:

- Stipend of up to \$1,000
- Design brief with vision statement and parameters
- Site Plan, Public Art Ordinance and Guidelines, and related background materials

Finalists are expected to attend a site visit, interview, and public presentation in Portland that will be conducted in early summer 2016. Artists shall be available for such interviews on those dates and should plan their schedules accordingly. Finalists are expected to present past work and reactions to the Congress Square site in a public forum and in an interview with the Selection Panel. Finalists will be re-scored after the evaluation committee has completed its interview process and reviews any additional information.

FINAL SELECTION

The winning artist will be selected by the Congress Square Art Selection Panel, which includes City staff, representatives of the Portland Public Art Committee, and project stakeholders. Public input will be taken into consideration but the Public Art Selection Panel reserves the right for final selection. The Art Selection Panel will present their recommendation to the Public Art Committee for final approval. Once approved, the artist selected for the commission will negotiate and sign a contract with the City of Portland. The artist selected for the commission will be required to develop his/her proposal in coordination with the selected Congress Square design team. Final design will require approval by the Portland Public Art Committee, Historic Preservation Board, Planning Board, Land Bank and Parks Commissions, and City Council.

The contract start date is proposed to be August 1, 2016. The City of Portland reserves the right to reject any or all applications, or to terminate the selection process or the project without prior notice.

PUBLIC ART COMMISSION FABRICATION & INSTALLATION

When the full project funding is reached, a contract will be created for Phase 3, the execution of the concept including materials, fabrication, liability insurance, shipping/transportation, travel, installation oversight, and acquisition of artwork.

IMPORTANT DATES

- Round 2 interview + public presentation: June or July, 2016
- Winning artist selected: July, 2016
- Council approval, Contract preparation and execution: Summer, 2016
- Contract start date: August 1, 2016
- Artwork design period: Fall/Winter 2016
- Artwork Design review and approvals: Spring 2017
- Implementation/Construction: TBD 2017/2018

PROJECT RESOURCES

Below is a list of resource materials that are important in understanding the site and context in which the project is taking place.

1. Portland Public Art – Ordinance and Committee information:

<http://www.portlandmaine.gov/349/Public-Art-Committee>

2. Portland Public Art Collection: <http://www.publicartportland.org/>

3. Congress Square Vision and Project Page – Additional information about the visioning process results and Congress Square history: <http://www.portlandmaine.gov/1113/Congress-Square-Redesign>

4. Historic Preservation Ordinance – Congress Square is within the Congress Street Historic District: <http://www.portlandmaine.gov/1608/Congress-Street-Historic-District>

5. Portland Arts District: <http://www.portlandmaine.com/explore-downtown/downtown-neighborhoods/>

6. Congress Square Park Use Evaluation Report: <http://congresssquarepark.org/focsp-publish-park-useevaluation-report/>

7. Friends of Congress Square Park 2015 Placemaking Video: <http://congresssquarepark.org/see-do/>

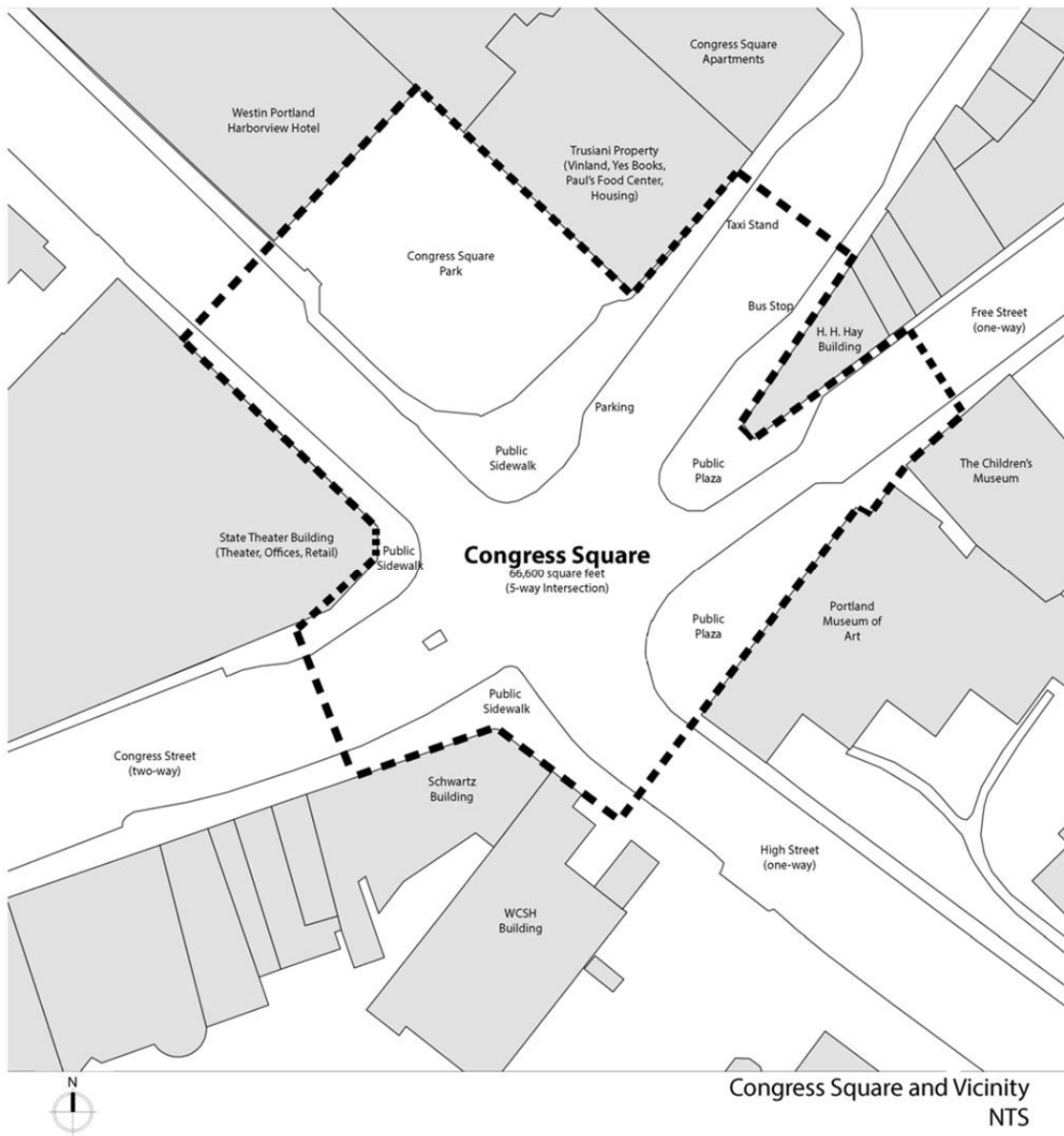


Exhibit B

Congress Square

Joell Baxter <Joell@szestudio.com>

Fri, May 20, 2016 at 8:50 AM

To: ccameron@portlandmaine.gov

Cc: Sarah Sze <sarahszestudio@gmail.com>, Lin Lisberger <lin.lisberger@gmail.com>

Dear Portland Public Art Committee,

I am writing to express Sarah Sze's interest in being considered for the Congress Square Public Art Project.

I have attached 12 images and a resume, and three references are listed below.

Please let me know if you require any further information at this time.

Best Regards,

Joell Baxter

References:

Rochelle Steiner
Professor of Critical Studies, University of Southern California
Formerly Director, Public Art Fund, New York, NY 2006-2009
during commission of the "Corner Plot", 2006

steiner.rochelle@gmail.com

Grace Ramirez-Gaston
Project Manager and Deputy Director of the Art and Conservation Department at the NYC School Construction Authority currently, and during production and installation of "Momentum and its Conservation" in 2010

GRAMIREZ-GASTON@nycsca.org

Sandra Bloodworth
Director, MTA Arts for Transit
Overseeing Sarah Sze's upcoming installation at the 96th street Subway station of the 2nd Avenue Subway, scheduled to open in December 2016

sbloodwo@mtahq.org

—

Joell Baxter
Sarah Sze Studio
438 west 37th street #4A

14 attachments



Sarah Sze_01.jpg
652K



Sarah Sze_02.jpg
621K



Sarah Sze_03.jpg
736K



Sarah Sze_04.jpg
686K



Sarah Sze_05.jpg
509K



Sarah Sze_06.jpg
808K



Sarah Sze_07.jpg
752K



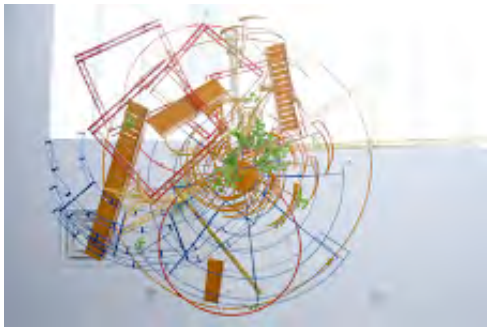
Sarah Sze_08.jpg
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Sarah Sze_09.jpg
822K

 Sarah Sze_10.jpg
652K

 Sarah Sze_11.jpg
735K



Sarah Sze_12.jpg
759K

 SarahSze_Image List.docx
62K

 Sarah Sze_Resume.docx
148K

1. Sarah Sze

An Equal and Opposite Reaction

2005

Mixed Media

30 x 20 x 20 feet

Permanent Commission of the Seattle Opera House, Seattle, WA

2. Sarah Sze

Blue Poles

2006

Painted steel

Dimensions Variable

Permanent Commission of Massachusetts Institute of Technology, Cambridge, MA

3. Sarah Sze

Blue Poles

2006

Painted steel

Dimensions Variable

Permanent Commission of Massachusetts Institute of Technology, Cambridge, MA

4. Sarah Sze

Corner Plot

2006

Mixed Media

15'9" x 16'10" x 12'10" footprint, Depth of 4 feet

Commission of the Public Art Fund, New York, NY

5. Sarah Sze

Corner Plot

2006

Mixed Media

15'9" x 16'10" x 12'10" footprint, Depth of 4 feet

Commission of the Public Art Fund, New York, NY

6. Sarah Sze

Second Means of Egress (Yellow)

2003

Powder coated steel

Dimensions Variable

Permanent Commission of One Metro Center, Washington DC

7. Sarah Sze

Second Means of Egress (Yellow)

2003

Powder coated steel

Dimensions Variable

Permanent Commission of One Metro Center, Washington DC

8. Sarah Sze

Still Life with Landscape (Model for a Habitat)

2011

stainless steel, wood

9 x 22 x 21 feet

Presented by Friends of the High Line and the New York City Department of Parks & Recreation

9. Sarah Sze

Still Life with Landscape (Model for a Habitat)

2011

stainless steel, wood

9 x 22 x 21 feet

Presented by Friends of the High Line and the New York City Department of Parks & Recreation

10. Sarah Sze

The Edge of One of Many Circles

2006

Mixed Media

Permanent Commission of Milton Academy, Milton, MA

11. Sarah Sze

Momentum and its Conservation

2010

Powder coated steel and aluminum, plastic, terrazo tiles

12 x 9 x 16 feet with 230 square feet of tiles

Commissioned by the NYC Department of Education and the NYC School Construction Authority Public Art for Public Schools Program, in collaboration with the NYC Department of Cultural Affairs Percent for Art Program

12. Sarah Sze

Momentum and its Conservation

2010

Powder coated steel and aluminum, plastic, terrazo tiles

12 x 9 x 16 feet with 230 square feet of tiles

Commissioned by the NYC Department of Education and the NYC School Construction Authority Public Art for Public Schools Program, in collaboration with the NYC Department of Cultural Affairs Percent for Art Program

Sarah Sze

Biography

Born Boston, 1969

Lives and Works in New York

1997 School of Visual Arts, MFA, New York

1991 Yale University, BA, New Haven, CT

Solo Exhibitions and Projects *indicates the exhibition accompanied by catalog

2016 "Sarah Sze" **The Rose Art Museum**, Brandeis University, Waltham, MA

2015 "Sarah Sze," **Tanya Bonakdar Gallery**, September 10-October 17, 2015

"Sarah Sze," **Victoria Miro Gallery**, London, UK, 2015, January 30-March 28, 2015

2014 "Sarah Sze: Triple Point (Planetarium)," **Bronx Museum of the Arts**, Bronx, NY, July 3-August

2013 "Sarah Sze," **Fabric Workshop and Museum**, Philadelphia, PA, December 13, 2013 – April 6, 2014 *

"Sarah Sze: Triple Point," **United States Pavilion, Giardini della Biennale, 55th International Art Exhibition, La Biennale di Venezia**, Venice, Italy, June 1 – November 24, 2013*

2012 "Sarah Sze," **Victoria Miro Gallery**, London, UK, June 20 – August 11, 2012

"Sarah Sze," **MUDAM Museum**, Luxembourg, February 2 – September 16, 2012

2011 "Sarah Sze: Infinite Line," **Asia Society Museum**, New York, December 12, 2011 – March 18, 2012*

"The Distance Where Magnets Pull," **University of California San Francisco**, San Francisco (permanent installation)

"Still Life with Landscape (Model for a Habitat)," **The High Line**, New York, June 8, 2011 – June, 2012

"Sarah Sze," **Musée d'Art modern et d'Art contemporain**, Nice, France, February 5 – June 5 2011*

2010 "Sarah Sze," **Tanya Bonakdar Gallery**, New York, September 16 – October 23, 2010

"Momentum and Its Conservation," **Mott Haven School**, New York (permanent installation)

2009 "Sarah Sze: Tilting Planet," **Baltic Centre for Contemporary Art**, Newcastle, UK, April 10 – August 31, 2009

2008 "Sarah Sze," **Maison Hermès 8F Le Forum**, Tokyo, Japan, February 8 – May 11, 2008*

2007 "Sarah Sze," **Victoria Miro Gallery**, London, UK, September 1 – 22, 2007

2006 "Sarah Sze," **Malmo Konsthall**, Malmo, Sweden, December 2, 2006 – February 18, 2007*

- “Corner Plot,” **Doris C. Freedman Plaza**, New York, May 2 – October 22, 2006.
A commission for the Public Art Fund, New York
- “Model for Interior of Corner Plot,” **Agassiz House**, Radcliffe Yard, Cambridge, MA
- “Blue Poles,” **Massachusetts Institute of Technology**, Cambridge, MA, (permanent installation)
- 2005 “Sarah Sze,” **Marianne Boesky Gallery**, New York, May 12 – July 1, 2005
“An Equal and Opposite Reaction,” **Marion Oliver McCaw Hall of the Seattle Opera**,
Seattle, WA, (permanent installation)
- 2004 “Sarah Sze: The Triple Point of Water,” **Fondazione Davide Halevim**, Milan, Italy,
December 17, 2004 – January 29, 2005*
- 2003 “Sarah Sze: The Triple Point of Water,” **The Whitney Museum of American Art**, New York,
July 3 – October 9, 2003
- 2002 “Sarah Sze,” **Museum of Fine Arts, Boston**, Boston, MA, December 4, 2002 – November 15,
2004
“Grow or Die,” **Walker Art Center**, Minneapolis, MN (permanent installation)
- 2001 “Sarah Sze,” **Center for Curatorial Studies Museum**, Bard College, Annandale-on-Hudson, NY,
June 24 – September 9, 2001*
“Drawn,” **Museum of Contemporary Art, San Diego**, San Diego, CA, installed April 21, 2001
- 2000 “Sarah Sze,” **Marianne Boesky Gallery**, New York, October 20 – November 18, 2000
- 1999 “Sarah Sze,” **Museum of Contemporary Art, Chicago**, Chicago, IL, April 25 – August 1, 1999*
“Sarah Sze: Still Life with Flowers,” **Galerie fur Zeitgenossische Kunst**, Leipzig,
August 23 – October 3, 1999*
“Sarah Sze,” **Foundation Cartier pour l’art contemporain**, Paris, France, December 11, 1999 –
March 12, 2000*
- 1998 “Sarah Sze,” **Institute of Contemporary Arts**, London, UK, April 1 – May 24, 1998*
“Migrateurs,” **Musee d’Art Modern de la Ville de Paris**, Paris, France,
December 4, 1997 – January 18, 1998
- 1997 “White Room,” **White Columns**, New York, September 5-October 10, 1997

Group Exhibitions

- 2016 “Reset Modernity!”, **ZKM Karlsruhe**, Karlsruhe, Germany, April 16 – August 21, 2016, curated
by Bruno Latour and Matin Guinard-Terrin
“Don’t Look Back: The 1990’s at MOCA” **The Geffen Contemporary at MOCA**, Los Angeles,
CA, March 12 – July 11, 2016
- 2015 “No Man’s Land: Women Artists from the Rubell Family Collection”, **Rubell Family Collection**,
Miami, FL. December 2, 2015 – May 28, 2016
“1st Asia Biennial / 5th Guangzhou Triennial”, **Guangdong Museum of Art**, Guangzhou, China,
December 11, 2015-April 10. 2016, curated by Henk Slager and Zhang Quing

- “Lines of Tangency”, **Museum of Fine Arts, Ghent**, Belgium, October 10, 2015 – February 2016, curated by Catherine de Zegher
- “Forces in Nature”, **Victoria Miro Gallery**, London, UK, October 13,– November 14, 2015, curated by Hilton Als
- “56th International Art Exhibition-All The Worlds Futures”, **La Biennale di Venezia**, Venice, Italy, May 9 – November 22, 2015, curated by Okwui Enwezor (catalog)
- 2014 “DRAW: Mapping Madness,” **Inside Out Art Museum**, Beijing, China, December 13, 2014– March 1, 2015
- “The Bigger Picture: Work from the 1990’s,” **Tanya Bonakdar Gallery**, New York, NY, June 12 – August 1, 2014
- “Vivid Memories,” **Foundation Cartier pour l’art contemporain**, Paris, France, July 5 – August 24, 2014*
- 2013 “Locating Ourselves,” **Scrap Metal Gallery**, Toronto, Canada, October 25, 2013 – February 22, 2014
- “Still Life with Landscape,” **Ekebergparken Sculpture Park**, Oslo, Norway (permanent installation)
- “Poétique d’objets (Poetics of Objects),” **LAAC, Lieu d’Art et d’Action contemporaine**, Dunkerque, France, April 6 – September 15, 2013
- “Drawing Line into Form: Works on Paper by Sculptors from the Collection of BNY Mellon,” **Tacoma Art Museum**, Tacoma, WA, February 23 – May 26, 2013
- 2012 “Fast Forward: Modern Moments 1913 >> 2013,” **High Museum of Art**, Atlanta, Georgia, October 13, 2012 – January 20, 2013; Organized by the Museum of Modern Art and the High Museum of Art*
- “Diamond Leaves: Brilliant Artist Books around the World,” **CAFA Art Museum**, Beijing, China, September 18 – October 28, 2012*
- “Misled by Nature: Contemporary Art and the Baroque,” **Art Gallery of Alberta**, Canada, September 14, 2012 – January 6, 2013
- “Decade: Contemporary Collecting 2002 – 2012,” **Albright-Knox Art Gallery**, Buffalo, New York, August 20, 2012 – January 6, 2013*
- “Le Voyage a’ Nantes,” Nantes, France, June 15 – August 19, 2012* (permanent installation)
- “Do A Book,” **White Space Beijing Gallery**, Beijing, China, February 18 – March 18, 2012.
- 2010 “Transformation,” **Museum of Contemporary Art, Tokyo**, Tokyo, Japan, October 29, 2010 – January 30, 2011.
- “Multiple Pleasures: Functional Objects in Contemporary Art”, **Tanya Bonakdar Gallery**, New York, June 25 – July 30, 2010
- “American Printmaking Now,” **National Art Museum of China**, Beijing, China, October 7 – November 5, 2010. **Guan Shanyne Art Museum**, Shenzhen City, China, November 16 – December 5, 2010. **Zhejiang Art Museum**, Hangzhou, China, December 28 – January 23, 2011. **Shanghai Art Museum**, Shanghai, China, March 8 – April 8, 2011

- “Contemplating the Void: Interventions in the Guggenheim Museum,” **Solomon R. Guggenheim Museum**, New York, NY, February 12 – April 28, 2010
- 2009 “Xth Biennale de Lyon: The Spectacle of the Everyday,” **Biennale de Lyon**, Lyon, France, September 16, 2009 – January 03, 2010
- “Hundred Stories about Love,” **21st Century Museum of Contemporary Art**, Kanazawa, Japan, April 29 – August 30, 2009*
- “The Collection,” **Victoria Miro Gallery**, London, UK, March 24 – April 9, 2009
- 2008 “International 08: Made Up,” **Liverpool Biennial**, Liverpool, UK, September 20 – November 30, 2008*
- “Landscape,” **Galerie Thaddaeus Ropac**, Paris, France, June 11 – July 26, 2008*
- “Artists in Depth: Works from the MCA Collection,” **Museum of Contemporary Art, Chicago**, Chicago, IL, May 10, 2008 – March 1, 2009
- 2007 “Not for Sale,” **PS1 Contemporary Art Center**, New York, February 11-April 30, 2007
- “Atelier Calder,” **The French Embassy**, New York, September 23 – October 9, 2007
- 2006 “Selections from the LeRoy Neiman Center Studies, Columbia University,” **Marianne Boesky Gallery**, New York, January 10 – February 4, 2006
- “Foundation Cartier Collection,” **Museum of Contemporary Art, Tokyo**, Tokyo, April 22 – July 2, 2006*
- 2005 “Swarm,” **The Fabric Workshop and Museum**, Philadelphia, PA, December 3, 2005 – March 18, 2006*
- “Artists & Prints: Masterworks from the Museum of Modern Art,” **The Museum of Modern Art**, New York, July 20 – September 26, 2005*
- “The Fluidity of Time: Selections from the MCA collection,” **Museum of Contemporary Art, Chicago**, Chicago, IL, November 25, 2005 – April 2, 2006
- 2004 “The Encounters in the 21st Century, Polyphony – Emerging Resonances,” **21st Century Museum of Contemporary Art**, Kanazawa, Japan, October 9 – December 30, 2004*
- “Beginning Here: 101 Ways,” **School of Visual Arts**, New York
- “Seeing Other People,” **Marianne Boesky Gallery**, New York, June 18 – August 13, 2004
- “State of Play,” **Serpentine Gallery**, London, February 3 – March 28, 2004*
- 2003 “world rush_4 artists,” **National Gallery of Victoria**, Australia, December 4, 2003 – February 15, 2004*
- “Reflection: Seven Years in Print, The LeRoy Neiman Center for Print Studies,” **Miriam and Ira D. Wallach Art Gallery**, Columbia University, New York, September 24 – December 13, 2003
- “The Paper Sculpture Show,” **Sculpture Center**, New York, September 7 – December 7, 2003*
- “The Moderns,” **Castello di Rivoli**, Turin, Italy, April 16 – August 3, 2003*
- 2002 “Penetration,” **Marianne Boesky Gallery**, New York, June 6 – August 15, 2002
- “Artist to Artist: A Decade of the Space Program,” The Marie Walsh Sharpe Art Foundation, **Ace Gallery**, New York*

- “177th Annual: An Invitational Exhibition,” **National Academy of Design**, New York,
May 1 – June 9, 2002
- “Cidades: 25th Bienal de Sao Paulo,” **Iconografias Metropolitanas**, Sao Paulo, Brazil, March 23
– June 2, 2002. Curated by Alfons Hug*
- 2001 “The Americans-New Art,” **Barbican Centre**, London October 25, 2001 – January 6, 2002*
- “Let’s Get to Work,” **Susquehanna Art Museum**, Harrisburg, PA, July 15 – October 20, 2001
- “010101: Art in Technological Times,” **San Francisco Museum of Modern Art**, San Francisco,
CA, March 3 – July 8, 2001*
- “Bo01 City of Tomorrow, European Housing Expo,” Malmo, Sweden,
May 17 – September 16, 2001
- “Hidden Relief,” **Asia Society**, New York October 1, 2001 – October 1, 2004*
- 2000 “2000 Whitney Biennial,” **The Whitney Museum of American Art**, New York,
March 23 – June 4, 2000*
- “La Beaute, Mission pour la celebration de l’an 2000,” Avignon, France,
April 15 – September 15, 2000. Curated by Jean de Loisy*
- 1999 “48th International Exhibition of Contemporary Art,” **Venice Biennale**, Venice,
June 10 – November 7, 1999. Curated by Harald Szeeman*
- “The Carnegie International 1999-2000,” **Carnegie Museum of Art**, Pittsburg, PA,
November 6, 1999 – March 26, 2000. Curated by Madeline Grynsztein*
- 1998 “Berlin/Berlin, Berlin Biennial,” **Akademie der Kunste**, Berlin, Germany, September 28, 1998 –
January 3, 1999. Curated by Klaus Biesenbach, Nancy Spector, and Hans-Ulrich Obrist*
- “Deep Thought, Part II,” **Basilico Fine Arts**, New York, September 12 – October 18, 1998
- “Where: Allegories of Site in Contemporary Art,” **The Whitney Museum of American Art at
Champion**, Stamford, CT, June 19 – August 20, 1998
- “People, Places, and Things,” **Marianne Boesky Gallery**, New York, June 20 – July 31, 1998
- “European Biennial of Contemporary Art,” **Manifesta 2**, Casino Luxembourg,
June 28 – October 11, 1998*
- “Construction Drawing,” **PS1 Contemporary Art Center**, Long Island City, NY,
April 26 – August 30, 1998
- 1997 “Cities on the Move,” **The Vienna Secession**, Austria, November 26 – January 18, 1998. Curated
by Hou Hanru and Hans-Ulrich Obrist. Traveled to **Capc Musee d’art Contemporain**,
Bordeaux: **Louisiana Museum, Denmark**, January 29 – April 21, 1999: **Haward
Gallery**, London
- “Some Young New Yorkers,” **PS1 Contemporary Art Center**, Long Island City, New York,
October 26, 1997 – February 1, 1998. Curated by Klaus Biesenbach and Alanna Heiss.
- “Drawings and Paintings,” **Wooster Gardens**, New York, September 6 – October 11, 1997
- “The Name of the Place,” **Casey Kaplan Gallery**, New York, January 10 – February 8, 1997.
Curated by Laurie Simmons.
- Visual Arts Gallery, **School of Visual Arts**, New York, May, 1997. Curated by
Tommy Lannigan-Schmidt.

“New York Area MFA Exhibition,” **College Art Association**, Hunter College Fine Arts Building, New York, April, 1997

“And Still The Ship is Not in Sight,” Thessaloniki Cultural Capital, March 29 – April 30, 1997.
Traveled to Gesellschaft fur Aktuelle Kunst, Bremen, Germany, July 13 – August 16, 1997.

1996 “SoHo Annual,” Pratt Artist’s League, 420 West Broadway Building, New York, September 4 – 28, 1996. Curated by Michael Brenson, Susan Hort, Robert Storr and Simon Watson.

Museum Collections

Museum of Modern Art, New York

Whitney Museum of American Art, New York

Solomon R. Guggenheim Museum, New York

The New Museum, New York

San Francisco Museum of Modern Art, San Francisco, CA

Los Angeles Museum of Contemporary Art, Los Angeles, CA

Museum of Contemporary Art, San Diego, San Diego, CA

Detroit Institute of Art, Detroit, MI

Albright Knox Gallery, Buffalo, NY

Walker Art Center, Minneapolis, MN

National Gallery of Victoria, Australia

Cartier Foundation, Paris, France

21st Century Museum of Art, Kanazawa, Japan

Boston Museum of Fine Arts, Boston, MA

Fogg Museum of Art, Boston, MA

Museum of Contemporary Art, Chicago, Chicago, IL

National Gallery of Canada, Ottawa

High Museum of Art, Atlanta, GA

Smithsonian American Art Museum, Washington, DC

Baltimore Museum of Art, Baltimore, MD

Palm Springs Art Museum, Palm Springs, CA

Philadelphia Museum of Art, Philadelphia, PA

Bronx Museum of Art, Bronx, NY

Mudam, Fondation Musee d’Art Moderne Grand-Duc Jean, Luxembourg

Awards and Residencies

2014 Amherst Honorary Degree, Doctor of the Arts, Honoris Causa
School of the Museum of Fine Arts, Boston, Medal Award

2013 US Representative for the Venice Biennale

2012 American Federation of the Arts Cultural Leadership Award

- 2012 Laurie M. Tisch Award for civic responsibility and action and significant leadership in education, arts, culture, civic affairs and/or health
- 2012 AICA Award for Best Project in a Public Space, *Sarah Sze, Still Life with Landscape (Model for a Habitat)*, The High Line, New York, NY
- 2005 Radcliffe Institute Fellow
- 2003 MacArthur Fellow
Lotos Club Foundation Prize in the Arts
- 2002 Atelier Calder Residency, Saxe, France
- 1999 Louis Comfort Tiffany Award
- 1997 The Marie Walsh Sharpe Foundation Studio Residency, New York
Rema Hort Mann Foundation Award
Paula Rhodes Memorial Award
- 1996 School of Visual Arts Graduate Fellowship

Exhibit C

Exhibit C
SCOPE OF SERVICES
TO BE PROVIDED BY SZE STUDIO
Design, Fabrication, Transportation, and Installation of Artwork for Congress Square

Definitions

For the purposes of this Scope of Services to Be Provided by SZE STUDIO agreement, the following terms shall have the following meaning:

“Contract Documents” shall mean any work, including but not limited to, Design and Construction Documents, Shop Drawings, Mock-ups, models, engineering calculations, approved installation plans, and all material samples and product data, project budget, and any and all additional documents and submittals produced under this Agreement that the Commission has approved and to which the completed Artwork is expected to conform

“Design Team” shall mean a group of qualified individuals selected by the CITY to develop a design proposal for Congress Square as described in RFQ #3916.

“General Contractor” shall mean the general contractor hired by City to construct the capital improvement for the Site.

Phase I
DESIGN

1. Scope of Work.

a) General

- i) SZE STUDIO shall develop and deliver a Proposal for the Artwork (“Proposal”) with the intent that the Proposal will be used for fundraising purposes to complete the Phase II scope. The scope of work under this Phase I includes the development of the Proposal through the following stages of design: Design Concept, Design Scheme, and Final Design Development.
- ii) The PPAC must approve the Proposal at each stage of development before SZE STUDIO proceeds to the next stage, with the approval and acceptance to occur at the following points, which are set forth in more detail in Paragraph 11(b) of the Agreement: (1) delivery of Design Concept; (2) delivery of Design Scheme; and (3) delivery of Final Design Development, including Phase I deliverables set forth in this Exhibit C. If the PPAC does not accept the Proposal at any such point, then SZE STUDIO agrees to submit one alternate proposal or design alternative at no additional cost. If the PPAC does not accept the alternate proposal or design alternative, SZE STUDIO shall submit to the CITY a third proposal or design alternative, provided that the parties first mutually agree in writing to an amount of additional compensation for such proposal or design alternative. In the event that the parties are unable to reach agreement on such additional compensation, or if PPAC does not accept the third proposal or design alternative, SZE STUDIO shall have the right to

terminate this Agreement pursuant to section 13(c).

- iii) The Proposal shall reflect the requirements of the CITY, Design Team, and PPAC, as expressed in the Request for Qualifications and as further discussed in communications with the PPAC, CITY, and Design Team.
- iv) SZE STUDIO shall attend three public meetings or events and make presentations to the CITY, Design Team, PPAC, the general public, and other individuals and organizations, as needed and at times and locations determined mutually by the CITY and Sze Studio. The third and final presentation shall be attended by Artist Sarah Sze.
- v) SZE STUDIO agrees to collaborate with the CITY through bi-weekly meetings by means of conference call, online meetings, or other necessary means of communication to allow the Director through his/her designated Project Manager to evaluate progress and coordinate the Congress Square Redesign project as a whole.
- vi) SZE STUDIO agrees to collaborate closely with Design Team through in-person meetings and other necessary means of communication to allow Design Team to thoroughly integrate the Proposal into Congress Square design (if applicable) throughout all phases of design. **SZE STUDIO shall coordinate its communications with the Design Team through the Director's designated Project Manager.**
- vii) Final acceptance of the Proposal will be contingent on receipt of Certificate of Appropriateness from the Historic Preservation Board and approval from the City's public art conservator. Additional CITY approvals may apply. SZE STUDIO shall cooperate with all required CITY approval processes, which CITY staff will coordinate.

b) Design Concept Stage:

The Proposal at Design Concept shall include:

- i) A design concept that meets the Congress Square Public Art Goals, Parameters, and Scope as described in Exhibit A.
- ii) A written presentation which shall include images of past related work, proposed locations for artworks, and descriptions of concepts and ideas.

c) Design Scheme Stage:

The Proposal at Design Scheme shall include:

- iii) For the May 17, 2017 PPAC meeting, Sze Studio will submit up to 3 preliminary sketches of sculptural proposals, with a written paragraph describing each, to the PPAC committee to review and provide written feedback. If requested, Sarah Sze agrees to participate in a Skype meeting to present the draft proposal to the committee; Prior to the following monthly PPAC meeting, June 21, 2017, Sze Studio will submit further drawings detailing the PPAC committee's preferred proposal, for written feedback; Prior to the following monthly PPAC meeting, July 19, 2017, Sze Studio will submit a complete Design Scheme as described in c) ii), iii), iv) below for

approval by the PPAC; Once approved, Sarah Sze will attend at a public meeting and press conference to present the approved proposal in September, 2017.

- iv) Drawings (in plan and elevation) and/or 3-dimensional models, proposed materials and samples, colors, finishes, textures and patinas, the specific location and orientation of the work relative to the site and a written description of the Artwork in sufficient detail that SZE STUDIO's design intent is clearly expressed.
- v) Budget for the cost of design, fabrication, insurance, transportation and installation of the Artwork with documentation of the sources and/or assumptions upon which the Budget figures are based regardless of whether these services are provided by SZE STUDIO, SZE STUDIO's subcontractors or by third parties under a separate agreement. Budget shall also reflect the costs associated with any onsite project manager or staff to ensure that Artwork operates properly as installed at the Site.
- vi) Maintenance Report: Describing the estimated maintenance requirements of the Artwork, including any manufacturer's warranties or specifications for the durability of any proposed materials.

d) Final Design Development Stage:

The Proposal at Final Design Development

- i) Design Development Materials and Documents shall incorporate the further development and refinement of the Proposal, Budget and Maintenance Report developed under Conceptual Design.
- ii) Design Development shall include presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Design Development Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.

Phase II

CONSTRUCTION DOCUMENTS, FABRICATION, AND INSTALLATION

1. Scope of Work.

a) Construction Documents

- i) Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by licensed design professionals (if applicable), as required by the Maine Uniform Building Code and any Portland amendments to the Building Code and other applicable laws, rules and regulations.
- ii) SZE STUDIO shall deliver Mock-ups and Samples, as required by the Director and PPAC.
- iii) SZE STUDIO shall review Design Team's Design Development and/or Construction Documents for accuracy of the integration of SZE STUDIO's Proposal within the Site and provide the PPAC and Design Team with written comments and/or corrections.
- iv) If the anticipated maintenance requirements and estimates have changed, SZE STUDIO shall provide the Director and PPAC with a revised Maintenance Plan.
- v) SZE STUDIO shall deliver a schedule describing SZE STUDIO's specific timelines for completing the Work.

b) Fabrication

- i) SZE STUDIO shall fabricate the Artwork in accordance with all Contract Documents approved by the PPAC.
- ii) Shop Drawings. SZE STUDIO shall deliver Shop Drawings as needed for sculpture armature, foundation and attachment hardware, produced by SZE STUDIO or its fabricator. The Shop Drawings shall be signed and stamped by a structural engineer as required by the Maine Uniform Building Code and any Portland amendments to the Building Code and other applicable laws, rules, and regulations.
- iii) Inspection of Artwork:
 - i. SZE STUDIO shall send photo documentation of artwork fabrication at 50% completion. Documentation to be sent to CITY Project Manager at each stage for review and approval prior to advancing with next phase of fabrication.
 - ii. SZE STUDIO shall notify the PPAC 30 days in advance of 100% completion of all the artwork elements so that the PPAC or designee can do a field inspection of the artwork at the fabricator.
 - iii. SZE STUDIO's structural engineer shall inspect the completed artwork fabrication to verify in writing that the artwork has been fabricated according to the signed stamped engineering drawings.

- iv) Transportation Plan. SZE STUDIO shall deliver a written list of the workers, vehicles, and equipment that will be involved in the transportation of the Artwork to the Site. Evidence of insurance of the artwork with the CITY named as a loss payee during transportation must be provided by the SZE STUDIO and the company or individual hired to transport the artwork.
- v) Installation Plan. SZE STUDIO shall deliver an installation plan indicating the staging and sequence of all aspects of installation. The Installation Plan must include a detailed description of the estimated duration of installation, the equipment to be used, and all workers who will be on site to assist. Liability Insurance must be provided for all persons contracted by the SZE STUDIO or his subcontractor to perform any work on site.
- vi) Final documentation, written proof of timely payment to subcontractors, maintenance manual, product specification data.

c) Transportation and Installation

- i) SZE STUDIO shall provide for the transportation of the Artwork in accordance with the Transportation Plan to be approved by the PPAC. SZE STUDIO shall not transport the Artwork until access to the Site has been approved and scheduled by the PPAC in coordination with the CITY. SZE STUDIO shall prepare the Artwork for transportation in accordance with customary industry standards for the transportation of fine works of art.

SZE STUDIO shall install the Artwork in accordance with approved Contract Documents.

- ii) SZE STUDIO's structural engineer shall certify to the CITY in writing that the preparation of the artwork attachment or mounting system and installation is being implemented in accordance with the signed stamped structural engineering drawings.
- iii) SZE STUDIO shall consult with the PPAC, the Project Construction Management Team and General Contractor prior to and during the installation of the Artwork. SZE STUDIO shall coordinate SZE STUDIO's activities on site with the General Contractor through the Construction Management Team and/or the CITY staff.
- iv) Maintenance Documents. SZE STUDIO shall deliver all information necessary for the PPAC to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent of SZE STUDIO in the Design, Fabrication and Installation of the Artwork.
- v) SZE STUDIO is responsible for rental of crane, and all other equipment needed for installation. SZE STUDIO shall supply all hardware and personnel necessary for installation. SZE STUDIO is responsible for repairing or paying for the repair of any damage to the Site, the Artwork, or the work of other artists to the extent such damage is caused by SZE STUDIO or its agents, employees, or subcontractors . At

the completion of installation, SZE STUDIO shall clean and restore the areas of the Site affected by such installation to the condition such areas were in at the beginning of installation.

- vi) Approval of Site: The preparation of the Site for installation of the Artwork shall be the responsibility of the General Contractor in accordance with a separate written agreement between CITY and the General Contractor. Where SZE STUDIO's Work is associated with that of the General Contractor, or any other Contractor engaged by the CITY to do work on the Site, SZE STUDIO shall observe the work of such other Contractor and report in writing to the PPAC any visible defect or condition observed by SZE STUDIO preventing the proper execution of SZE STUDIOARTIST's Work. If ARTIST proceeds without giving notice, the ARTIST shall be held to have approved the work or material and the existing conditions, and shall be responsible for any defects in SZE STUDIO own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. To the extent that any part of SZE STUDIO's Work is to interface with work performed or installed by the General Contractor or other Contractor engaged by CITY to perform work on the Site, SZE STUDIO shall observe the in-place work and promptly report to the CITY any defect in such in-place work observed by SZE STUDIO that will impede or increase the cost of SZE STUDIO's interface unless corrected. CITY and/or its authorized representatives will require the party responsible for the defective work to make corrections so as to conform to its contract requirements, or if the defect is the result of a default or omission in the contract documents, may issue a change order. If SZE STUDIO fails to observe and report defects that are reasonably discoverable, costs of accomplishing the interface to the extent they result from such failure shall be borne by SZE STUDIO. The foregoing does not apply to latent defects. SZE STUDIO shall report to CITY any latent defects in another Contractor's work at any time such defects become known to SZE STUDIO. CITY or its authorized representatives shall promptly thereafter take such steps as may be appropriate. Any difference or conflict that may arise between SZE STUDIO and the General Contractor, or other Contractors engaged by CITY to perform work on the Site, shall be adjusted as determined by CITY, its agents, or its authorized representatives when necessary to facilitate the work of SZE STUDIO and/or other Contractors or workers. No damages or claims by SZE STUDIO will be allowed other than an extension of time for the completion of Work; this sentence shall not be deemed to waive or modify any defenses SZE STUDIO may otherwise have to claims by the CITY or Contractors under this Agreement or applicable law. Such an extension will be for the period of time CITY shall consider SZE STUDIO to have been delayed in the completion of Work by reason of the work of other Contractors or workers.

Sarah Sze Studio First Amendment - 08/1/2017

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF PORTLAND
AND
SARAH SZE STUDIO, INC.**

THIS FIRST AMENDMENT is made as of this 1st day of August, 2017, to the AGREEMENT dated October 1, 2016 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the "**CITY**"), and **SARAH SZE STUDIO, INC.**, a New York corporation with a mailing address of 438 West 37th Street #4A, New York, NY 10018 (hereinafter "**SZE STUDIO**").

W I T N E S S E T H:

WHEREAS, the **CITY** and **SZE STUDIO** entered into an agreement dated October 1, 2016 for public art services in connection with the Congress Square Public Art Commission and Congress Square Redesign project (hereinafter the "Agreement"); and

WHEREAS, the parties desire to revise the schedule of services related to said Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 10(b) of the Agreement is deleted in its entirety and replaced with the following:

SZE STUDIO agrees to a fixed-price contract for Phase I as outlined in Exhibit C, and payment for all services performed under Phase I of Exhibit C of this Agreement shall be according to the following schedule: For the Design Concept stage, 30% of the fixed-price amount shall be paid after completion of the following: participation in the storefront workshop and public open house (October 5, 2016), attendance at one public meeting to present and receive feedback on the Design Concept(s) (December 15, 2016), and delivery and acceptance of Design Concept(s) at the April 19, 2017 PPAC Meeting. For the Design Scheme stage, 20% of the fixed-price amount shall be paid after completion of the following: delivery and acceptance of the Design Scheme. For the Final Design Development stage, the remaining 50% of the fixed-price amount shall be paid upon full completion and acceptance of the Phase I scope with final versions of all deliverables and fulfillment of public meeting requirements set forth in Exhibit C.

Payment for such services shall be made to **SZE STUDIO** not more than thirty (30) days after receipt of and acceptance of the Work by the Director or his or her designee.

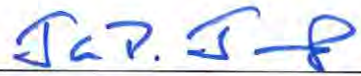
2. The words "in September 2017" in Phase I, section 1(c)(iii) of Exhibit C are deleted and replaced with "on a date to be determined by the parties."
3. **SURVIVING TERMS**. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of the Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **SARAH SZE STUDIO, INC.** caused this Agreement to be signed and sealed, the day and year first above written.

WITNESS:



CITY OF PORTLAND

By: 

Jon P. Jennings

Its City Manager

WITNESS:



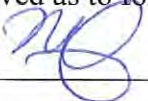
SARAH SZE STUDIO, INC.

By: 

Sarah Sze

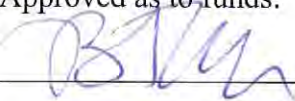
Chief Executive Officer

Approved as to form:



Corporation Counsel's Office

Approved as to funds:



City Finance Director

Sarah Sze Studio Second Amendment - 05/11/2020

**SECOND AMENDMENT TO
AGREEMENT BETWEEN
CITY OF PORTLAND
AND
SARAH SZE STUDIO, INC.**

THIS FIRST AMENDMENT is made as of this 11th day of May, 2020, to the AGREEMENT dated October 1, 2016 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the “**CITY**”), and **SARAH SZE STUDIO, INC.**, a New York corporation with a mailing address of 438 West 37th Street #4A, New York, NY 10018 (hereinafter “**SZE STUDIO**”).

W I T N E S S E T H:

WHEREAS, the **CITY** and **SZE STUDIO** entered into an agreement dated October 1, 2016 for public art services in connection with the Congress Square Public Art Commission and Congress Square Redesign project, as amended by a First Amendment to Agreement dated August 1, 2017 (hereinafter, collectively, the “Agreement”); and

WHEREAS, the parties desire to revise the schedule of services related to said Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 10(b) of the Agreement is deleted in its entirety and replaced with the following:

SZE STUDIO agrees to a fixed-price contract for Phase I as outlined in Exhibit C, and payment for all services performed under Phase I of Exhibit C of this Agreement shall be according to the following schedule: For the Design Concept stage, 30% of the fixed-price amount shall be paid after completion of the following: participation in the storefront workshop and public open house (October 5, 2016), attendance at one public meeting to present and receive feedback on the Design Concept(s) (December 15, 2016), and delivery and acceptance of Design Concept(s) at the April 19, 2017 PPAC Meeting. For the Design Scheme stage, 20% of the fixed-price amount shall be paid after completion of the following: delivery and acceptance of the Design Scheme. For the Final Design Development stage, the remaining 40% of the fixed-price amount shall be paid upon full completion and acceptance of the Phase I scope with final versions of all

deliverables. The final 10% of the fixed-price amount shall be paid upon fulfillment of public meeting requirements set forth in Exhibit C. Payment for such services shall be made to **SZE STUDIO** not more than thirty (30) days after receipt of and acceptance of the Work by the Director or his or her designee.

2. The Phase I, section 1(d)(ii) of Exhibit C is hereby deleted in its entirety and replaced with the following:
 - ii) Design Development shall include presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, representation of final color and materials, proposed fabrication methods, draft maintenance plan, and revised cost estimates at design completion if applicable. When used in reference to the proposed Artwork, Design Development Documents shall fix and describe the character of the Artwork with respect to its relationship to the Site, materials and other elements as may be appropriate.
3. SURVIVING TERMS. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of the Amendment shall govern and control so long as this Amendment is in effect.

Signature page follows.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and SARAH SZE STUDIO, INC. caused this Agreement to be signed and sealed, the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: Jon P. Jennings

Jon P. Jennings

Its City Manager

WITNESS:

SARAH SZE STUDIO, INC.

By: Sarah Sze

Sarah Sze

Chief Executive Officer

Approved as to form:

MLG

Corporation Counsel's Office

Approved as to funds:

Brendan T. O'Connell

City Finance Director

Budget 2018

PORTLAND 2018 BUDGET (Revised 12-14-2018)

SARAH SZE

PRODUCTION & FABRICATION

Production	\$170,000.00
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includes: Insurance, Engineering fee, Legal fee, Administrative Management, Studio Production, Modeling full scale and sampling

Artist Fee	\$70,000.00
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Includes: Design, studio support, materials for development of design and design process

Documentation	\$25,000.00
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Includes: Digital renderings, Cad files for production, Image files for fabrication, 3D modeling

Fabrication	\$555,000.00
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Includes Subcontractor Fabrication of stainless steel and porcelain enamel, Subcontractor Fabrication of base structure

Materials	\$324,500.00
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Includes: Stainless steel, Porcelain Enamel, Cement footing, Hardware

INSTALLATION & TRANSPORTATION

Installation	\$44,500.00
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Includes Install Manager and Crew with fees, per diem, travel, lodging

Packing & Crating	\$28,000.00
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Transportation	\$28,000.00
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Contingency	\$40,000.00
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TOTAL	\$1,285,000.00
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Revised Budget 2022

PRODUCTION & FABRICATION

Production	\$	170,000.00
includes: Insurance, Engineering fee, Legal fee, Administrative Management, Studio Production, Modeling full scale and sampling		
Artist Fee	\$	70,000.00
Includes: Design, studio support, materials for development of design and design process		
Documentation	\$	25,000.00
Includes: Digital renderings, Cad files for production, Image files for fabrication, 3D modeling		
Fabrication	\$	567,500.00
Includes Subcontractor Fabrication of stainless steel and porcelain enamel, Subcontractor Fabrication of base structure		
Materials	\$	338,500.00
Includes: Stainless steel, Porcelain Enamel, Cement footing, Hardware		

INSTALLATION & TRANSPORTATION

Installation	\$	58,450.00
Includes Install Manager and Crew with fees, per diem, travel, lodging		
Packing & Crating	\$	18,250.00
Transportation	\$	21,650.00
Lighting Fixtures	\$	30,100.00
Excludes: installation		
Contingency	\$	40,000.00
TOTAL	\$	1,339,450.00

Congress Square Artwork Concept - 2017





Congress Square Artwork Design - 2021



Kevin Kraft <kkraft@portlandmaine.gov>

Updated Renderings

Mike Barnett <mike@szestudio.com>

Tue, Oct 19, 2021 at 3:17 PM

To: Kevin Kraft <kkraft@portlandmaine.gov>

Cc: Alison Hildreth <alisonderbyhildreth@gmail.com>, Pandora LaCasse <pandoralacasse@gmail.com>, Kaitlin LaCasse <kaitlin.lacasse@gmail.com>, Sarah Sze <sarah@szestudio.com>, Joell Baxter <joell@szestudio.com>

Hi Kevin,

Here is an outline regarding the change:

Both Sarah and I have had the opportunity to visit the site recently and observe some of the general use patterns of the space. Having seen the site in action, and over time, Sarah feels the work will be strongest as a singular iconic sculpture.

Therefore we'd like to propose eliminating the second smaller structure. The modification wouldn't change anything regarding the larger sculpture. She feels strongly that this would not only make the most impactful piece but also that the smaller structure may be problematic because of its accessibility. In the years since the initial proposal was made we have completed a number of public works that have reinforced Sarah's notion that a singular iconic sculpture is the best way to mark and hold a public space such as Congress Square.

Let me know if you have any questions.

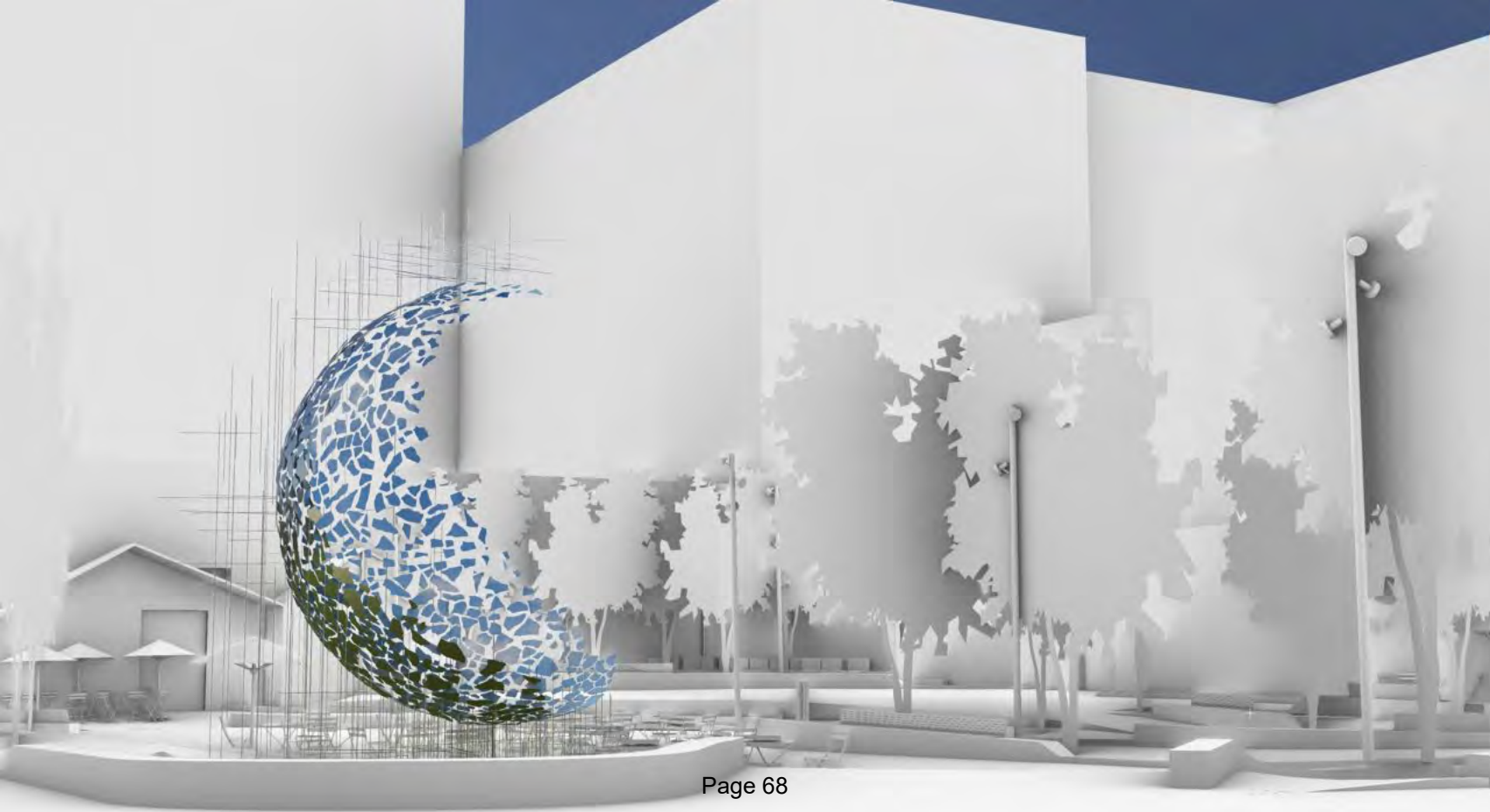
Best Wishes,
Mike

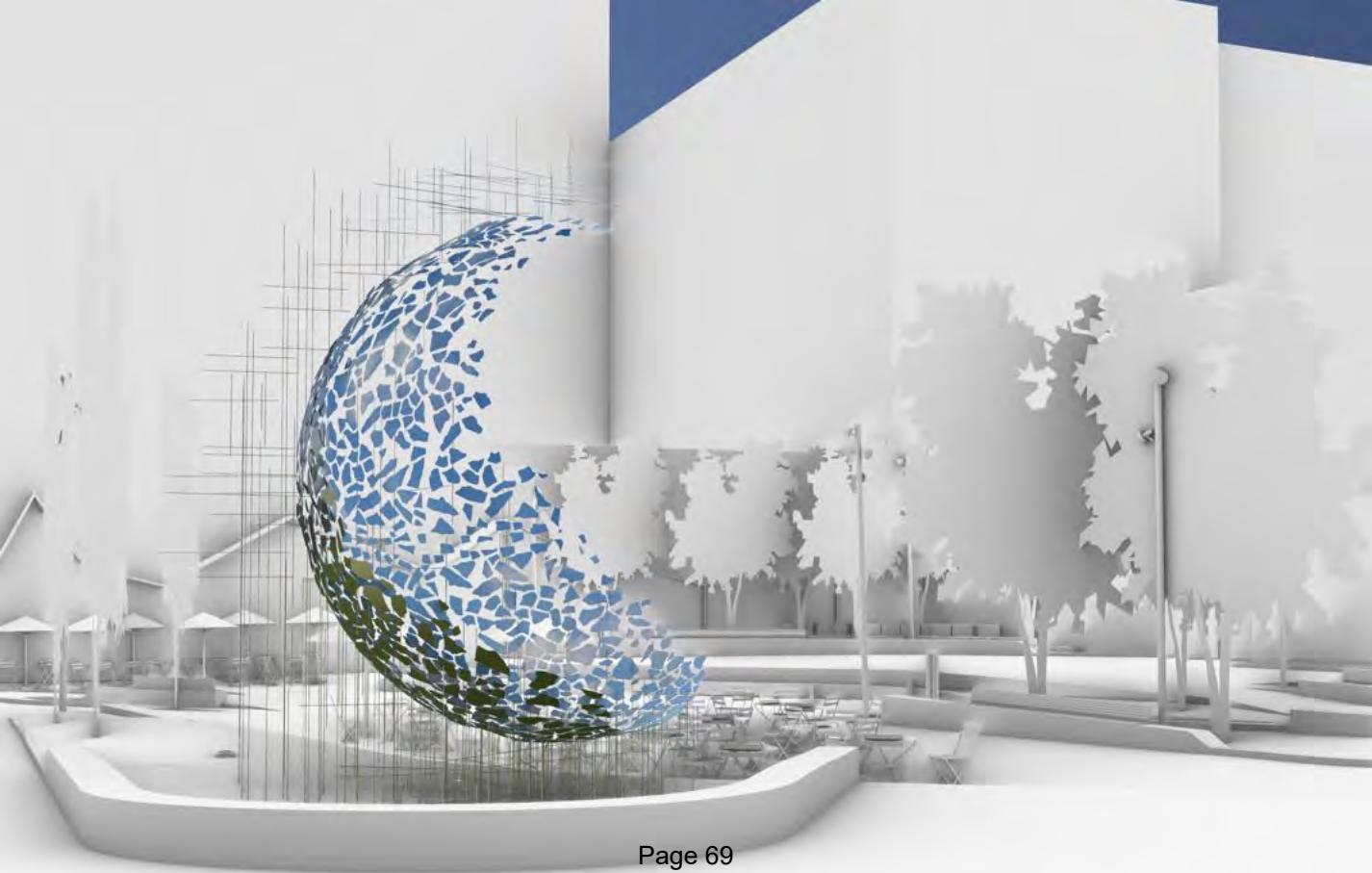
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> Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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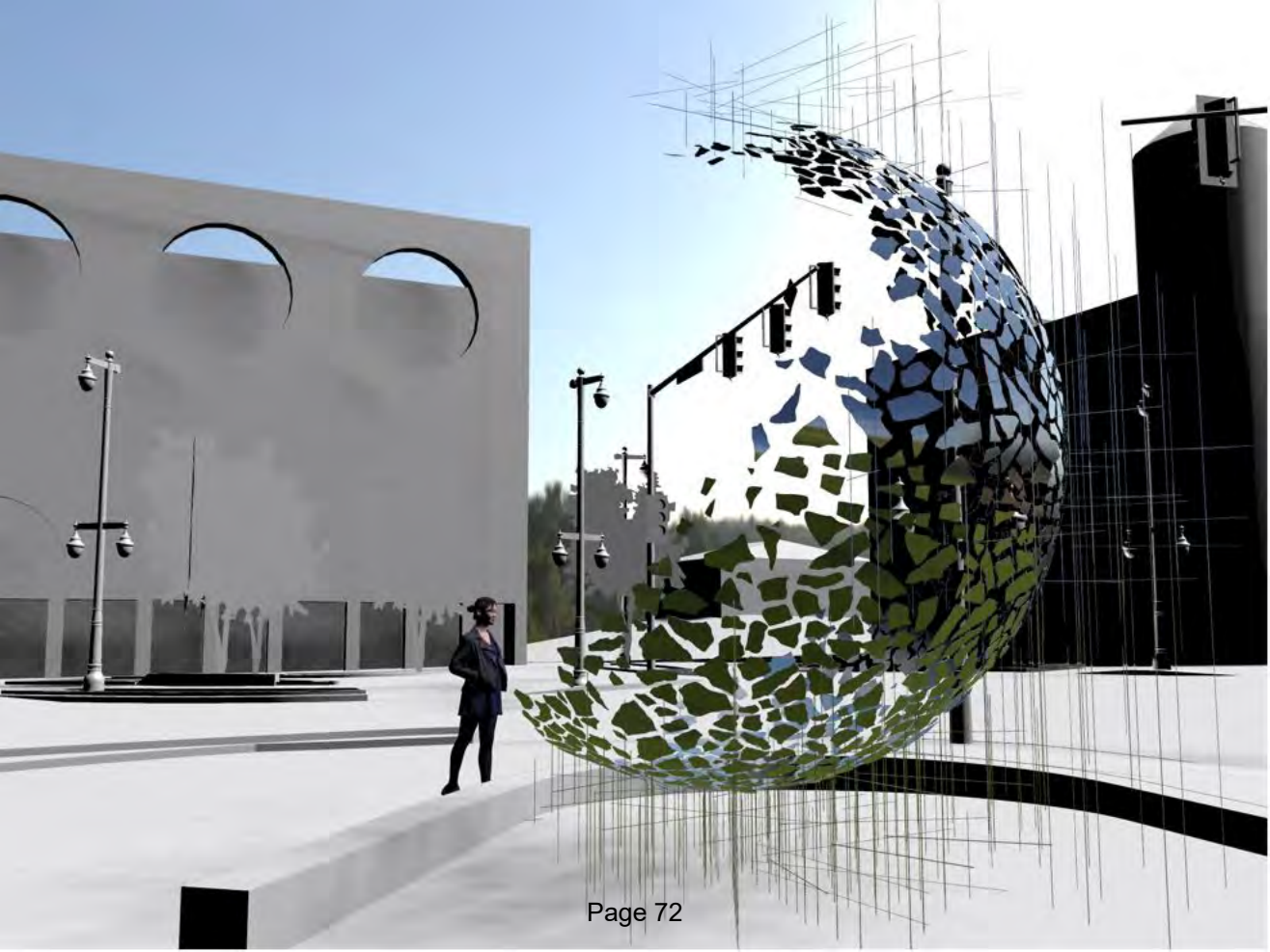


















PORTLAND GLASS-PORTLAND
832 CONGRESS ST
PORTLAND ME 04102-3144
(207)774-9851
Tax Id 20-0482066

Invoice: 350-1088010
Date: 9/26/23
Sched. Date: 9/25/2023 2:00 PM

Remit To
PO BOX 10700 PORTLAND, ME 04104

Customer:
CITY OF PORTLAND
389 CONGRESS ST
PORTLAND ME 04101
(207)874-8300

RECEIVED
OCT 06 2023

CSR	Tech	PO	Terms	Job #	Job Type
SPEZZ LEE,		MS1334	NET 30		

Advert Code	Advert Msg	Date Closed
1	EXISTING CUSTOMER	09/26/23

Qty	Dimension	Part/Description	Material	Labor	Total
1.00	33 5/8 x 69 1/2	TEMPCLR12	\$1,156.29	\$640.00	\$1,796.29
		Tempered 1/2" Clear			
1.00		ENE-CHG TMP	\$10.00	\$0.00	\$10.00
		Energy Costs for Tempered Installation on Site			

Taxes
ME 5.5 OCT 1 2013 \$0.00
Cust Tax ID MUNICIPALITY

Job Location:

BUS STOP
CONGRESS X CENTER

BUS STOP OUTSIDE OF 480
CONGRESS IS MISSING PANE OF
GLASS
(CLOSEST TO BUILDINGS)

Notes:

MIKE (207)615-9167
mlamb@portlandmaine.gov

Want to receive you invoices by email?
Please email your address to invoice@portlandglass.com

Pay Now

Signature _____



Material	Labor	Taxes	Total	Payments	Balance
\$1,166.29	\$640.00	\$0.00	\$1,806.29	\$0.00	\$1,806.29

PORTLAND GLASS-PORTLAND
 832 CONGRESS ST
 PORTLAND ME 04102-3144
 (207)774-9851
 Tax Id 20-0482066

Quote: 350-732637
 Date: 10/12/23

Remit To
 PO BOX 10700 PORTLAND, ME 04104

Customer:

CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101
 (207)874-8300

CSR	Tech	PO	Terms	Job #	Job Type
MCAP			NET 30		

Advert Code	Advert Msg
1	EXISTING CUSTOMER

Qty	Dimension	Part/Description	Total
1.00	35 1/2 x 69 1/2	TEMPCLR12	\$1,863.13
		Tempered 1/2" Clear	
		ENE-CHG TMP	
		Energy Costs for Tempered Installation on Site	
		DISP-TMP	
		Disposal Costs for Tempered Installation on Site	
1.00	35 1/4 x 69 1/2	TEMPCLR12	\$1,863.13
		Tempered 1/2" Clear	
		ENE-CHG TMP	
		Energy Costs for Tempered Installation on Site	
		DISP-TMP	
		Disposal Costs for Tempered Installation on Site	

Taxes
ME 5.5 OCT 1 2013 \$0.00

Cust Tax ID MUNICIPALITY

Notes:

bus stop center st at congress

**pricing is approximate based on provided measurements and recent job of similar work. Pricing is final after a tech is on site to verify size and scope of work needed.

Signature _____

Taxes	Total	Payments	Balance
\$0.00	\$3,726.26	\$0.00	\$3,726.26

JONATHAN TAGGART
Taggart Objects Conservation
644 Five Islands Road, Georgetown, ME 04548-3309
Phone: 207-371-20991, cell: 207-522-9435
Email: jtaggart@gwi.net

July 29, 2021

TO: City of Portland Maine, Public Art Committee

CONTACT: Caitlin Cameron, AICP, LEED AP, Associate AIA
Urban Designer | Planning & Urban Development Department
City of Portland, Maine
389 Congress Street, 4th Floor Portland, ME 04101
(207) 874-8901 | ccameron@portlandmaine.gov

Preliminary Portland Public Art Collection Assessment 2021

During the month of July 2021, the readily accessible portion of the Public Art Collection was assessed by Jonathan Taggart of Taggart Objects Conservation. Many of the Langlais pieces, which are more difficult to access, have yet to be assessed. Because of their protected in indoors locations, it is assumed that they are generally stable and their needs, if any, will be minor.

In addition to the assessment, several art works at the Jetport were stabilized including:

1. Langlais, *Playing Bears*; gluing the claws in place to prevent further loss.
2. Langlais, *Acrobatic Dogs*; Installing and reattaching the sculpture to its base with screws.
3. Huene, *Gyre Falcon*; re-adhering it to its base.

In general, the Public Art Collection is in stable condition, The Public Art Committee is to be commended for its work over the last two decades addressing the conservation needs of the collection. As a result, the needs of the collection are primarily anticipated to be maintenance, with the exceptions noted below.

PRIORITIES

20. *Hope, Try, Work, Dream*, Schoultz: This mural is in the greatest need and is notably deteriorating. The cleaning and temporary stabilization of this mural is planned for later this year. It is understood that this treatment is only a holding action to slow down the deterioration and provide some protection from graffiti. It is understood that permanent stabilization and restoration would be a monumental undertaking and is beyond the scope of the Public Art Collection's budget. In time this piece will need to be deaccessioned, but for now, because of community input, the effort will be made to stabilize it.

40. *Acrobatic Dogs*, Langlais; This piece is a liability risk in its current location in the Jetport. It presents a temptation to climb that some child might take. Relocation is recommended, ideally to a location where it cannot be accessed by the public. It needs some additional stabilization at the junction of the lower support-dog and the ladder. An additional mending plate is needed at the broken section at the top of the ladder which has been mended with a steel plate. Estimated cost: \$800-\$1,000.

10. Pullen Fountain: There is a problem with the drain in the central bowl. It appears that the adhesive holding the bronze drain fitting in place has failed allowing the water to escape and

preventing the pool to fill to the proper height. In addition, there is iron staining from water running over the granite under the spouts. It is recommended that the City undertake replacing the plumbing which is likely iron and the source of the staining with another material. In addition, the spouts could be a bit longer preventing the water from dribbling down the granite. Stain removal is needed, and the plaques need to have their hot wax coating addressed. The mortar patches could be toned to approximate the appearance of the granite. Estimate cost: stain removal, hot wax, and toning, \$800-\$1000.

16. Armillary, Plourde: The Penetrol coating is beginning to fail, the metal is continuing to rust causing staining on the concrete. It is likely that this coating will need to be renewed every three years or so and the concrete staining removed. This is not an ideal coating for mild steel. Ideally this piece should be cleaned to bright metal and painted rust brown. This would be a relative maintenance free solution.

Estimated cost: reapplication of Penetrol (needed every three years) \$3,000.

Removal, sand blasting, and painting: \$10,000.

37. *Playing Bears*, Langlais: The claws of the bears were stabilized as part of this assessment. There are still several missing claws that need to be recurved, attached to the bears and painted. There is also some a damaged area associated with one of the missing claws that need to be filled and inpainted. Priority: Medium- high.

Estimated Cost: \$1200-\$1400.

MAINTANANCE

13. *"Czar Reed"*, Miller: The sculpture and base appear in sound condition. The wax protective coating is beginning to break down on the upper surfaces. Re wax in 2021 or 2022. This is regular maintenance that should be scheduled for every 4 to 5 years.

Estimated Cost: \$1,500

15. *The Hiker*, Kitson: Appears stable. The hot wax protective coating needs to be renewed. Priority: Med-high. Re-wax in 2022. This is regular maintenance that should be scheduled for every 4 to 5 years.

Estimated Cost: \$1,300

ASSESSMENTS

NOTE: numbers refer to the PAC Excel database.

1. *Stone Dragon*, Carol Hanses: Appears stable. Lichens growing in some areas. Priority: low.

2. *Michael*, Ramundi; Appears stable. Priority: Priority: low. It should have its antigraffiti coating renewed in 2023 or 2024.

3. *Longfellow*, Simmons: The sculpture is stable and in good condition. There appears to be residual staining from possibly red graffiti on the south side of the granite. There is black skateboard wax on the middle step on the West side. Priority: low. Renew INCRALAC coating in 2025-2026.

4. *Our lady of Victory*, Simmons: Bronze stable. Carbonate and copper staining on granite.

Recommendation: Consider stain removal. Priority: medium-low. Renew INCRALAC coating in 2025-2026.

5. *Little Water Girl*, Wade: Excellent condition. Stainless steel chains have been added to reduce water splashing. Soft putty was used to block other drain holes from bowl. A face mask was taped on to her. These alterations are generally not a problem. No recommendations. Priority: low.

6. *The Maine Lobsterman*, Kahill: Generally stable. The hot wax protective coating is beginning to break down. Priority: Medium-low. It will need to have its wax coating renewed in 2023 or 2024.

7. *Firefighter*, Griffin: Generally stable. Lichens growing on figure. Minor rust staining and grime. Recommendation: Remove lichens from figure and treat with D-2 antimicrobial. Light cleaning overall. (Assistance from fire department?) Priority: Medium.

8. *John Ford*, Kelly: The sculpture and the base appear structurally sound. The hot wax coating is beginning to age but is still in reasonable condition. Priority: Medium-low. Coating should be renewed in 2023 or 2024.

9. Cleaves memorial: Generally stable. Minor chips and corrosion that should be addressed. Priority: Medium-low.

10. Pullen fountain: Iron staining in granite, blanching of wax on plaques, center basin leaks so it does not hold water, bollards un bolted, mortar repairs need toning. Priority: medium high. Internal plumbing needs to be addressed to prevent the need to regularly remove iron staining. Remove iron staining. The plaques need to be re hot waxed. Seal drain so that the center bowl holds water. General cleaning needed. Tone mortar repairs. Medium-high

11. Loring Memorial, Uppington: Appears stable. The bronze plaques imbedded in the ground are an even blue green patina. Priority: low.

12. *The Circle of Life*, Hansen: Appears generally stable. There is a small amount of moss growing on it. There are weeds between the cracks. Priority: low

13. "*Czar Reed*", Miller: The sculpture and base appear in sound condition. The wax protective coating is beginning to break down on the upper surfaces. Re wax in 2021 or 2022.

14. Brown/Hawkes, (eastern cemetery): Appears stable. Priority: low.

15. *The Hiker*, Kitson: Appears stable. The hot wax protective coating needs to be renewed. Priority: Med-high. Re-wax in 2022.

16. Armillary, Plourde: Structurally stable. The penetrol coating is failing allowing the surface to corrode. There is iron staining on the concrete. Medium high.

17. *Union Station*, Thayer: Appears stable. There is some residual staining in the upper corners, or a result of substantial restoration in the past in these areas from substantial water damage. Priority: low.

18. Lincoln Park fountain: Appears stable. Algae growth on lower cast iron section. Skate board scrapes on granite surround. Priority: low

19. Boothby fountain: Generally stable. Minor iron staining. Algae growth in water. Deteriorating mortar repair. Priority: Medium-low.
20. *Hope, Try, Work*; Schoultz: This mural is poor condition. Flaking paint, graffiti and more. There will be an effort to stabilize it in 2021, but this will just slow down the deterioration. A complete restoration would be a monumental endeavor. Priority: high
21. *Jewel Box*, Haddad/Drugan: Generally stable. Corroded conduit for lighting needs to be replaced. Hot wax on cast iron should be renewed in 2023. Priority: medium low.
22. *Art Under Foot*, Spencer/Renner: There are 4 bronze bricks missing. In general they seem otherwise stable. Warm bright on the raised surfaces, and with a green patina in the recesses, along with dirt and debris. Priority: Medium-High. Replace missing bronzes or replace with bricks.
23. *Rustle Diptych*, Beer: Appears stable. Priority: low.
24. *Cloud bench*, Vivian Beer: Generally stable. Minor chips and corrosion that should be addressed. Priority: Medium
25. *Hadlock Field Family*, Sherbell: Appears stable. Re-hot wax in 2025.
26. *Glimpse*, Klemperer: This group is generally structurally stable, with the exception of an occasional broken weld (entrance stag). The sculptures with Penetrol coatings show spot rusting and occasional places where the coating was missed. The painted sculptures appear generally stable with occasional rusting through the paint. The porcupines show substantial rusting through the paint. Priority: medium-low. (In the long term I believe that these sculptures will need a good deal of maintenance.)
27. *Tidal Moon*, Salisbury: Stable. Priority: low.
29. *Cod*, Lindsay: Stable. Priority: low.
30. *Shorebird*, Gamble: : Stable. Priority: low.
31. *Balance*, Patterson: Stable. Priority: low.
32. *Beach Pea*, Salisbury: Stable. Priority: low.
33. Sculpture bench, Salisbury: Stable. Priority: low.
34. Bench, Salisbury: Stable. Priority: low.
37. *Playing Bears*, Langlais: The claws of the bears were stabilized as part of this assessment. There are still several missing that need to be replaced. There is also some a damaged area associated with one of the missing claws that need to be filled and inpainted. Priority: Medium-high.
40. *Acrobatic Dogs*, Langlais; This sculpture needs to be relocated out of reach of the general public. It needs stabilization at the contact points between the dogs and the ladder. Priority: Medium High
43. *A Spirit of Its Own*, Sawyer: Stable. Priority: low. Lightly corroded overall.

44. *Link*, Sallisbury: Stable. Priority: low.

45. *Rabbit*, Becu: Stable. Priority: low.

46. *Figure*, Miserve: Stable. Priority: low.

47. *Gyre Falcon*, Huene: The sculpture is stable but loose on its base. It was readhered in place. Priority: low.

55. *Puffin*, Langlais :Appears stable. Surprisingly, it is clean of guano. I commend the ferry terminal staff for keeping it clean. Priority: low.

Public Art Collection - 2021 Assessment by Jonathan Taggart
City of Portland, Maine
UPDATED 07/30/2021

#	Contract Year	Title	Thumbnail	Artist	Conservation Priority	Treatment Needed	Maintenance Needed	Maintenance Cycle in years	Estimated Costs	Completed	Notes
37	FY21	<i>Playing Bears</i>		Bernard Langlais	1	gluing the claws in place to prevent further loss				Jul-21	Covered by assessment contract
40	FY21	<i>Acrobatic Dogs</i>		Bernard Langlais	1	Installing and reattaching the sculpture to its base with screws				Jul-21	Covered by assessment contract
47	FY21	<i>Gyre Falcon</i>		Andreas von Huene	1	re-adhering it to its base				Jul-21	Covered by assessment contract
20	FY21	<i>Hope, Try, Work, Dream</i>		Andrew Schoultz	2	Powerwash wall (Parks Dept)PPAC access paint out areas Replace sign information Anti-graffitti coating					FY21 Budget for up to \$5,000 (\$1,000 for conservator); Waiting for Facilities to powerwash
22	FY22	<i>Art Underfoot</i>			2	replace 4 missing bricks					There are 4 bronze bricks missing. In general they seem otherwise stable. Warn bright on the raised surfaces, and with a green patina in the recesses, along with dirt and debris. Priority: Medium-High. Replace missing bronzes or replace with bricks.
40	FY22	<i>Acrobatic Dogs</i>		Bernard Langlais	2	Contact Jetport for new location/security options			\$800 to \$1,000		This piece is a liability risk in its current location in the Jetport. It presents a temptation to climb that some child might take. Relocation is recommended, ideally to a location where it cannot be accessed by the public. It needs some additional stabilization at the junction of the lower support-dog and the ladder. An additional mending plate is needed at the broken section at the top of the ladder which has been mended with a steel plate.
10	FY22	<i>Pullen Fountain</i>		George Burnham	2	Contact Parks Dept to determine in house capacity			\$800 to \$1,000		There is a problem with the drain in the central bowl. It appears that the adhesive holding the bronze drain fitting in place has failed allowing the water to escape and preventing the pool to fill to the proper height. In addition, there is iron staining from water running over the granite under the spouts. It is recommended that the City undertake replacing the plumbing which is likely iron and the source of the staining with another material. In addition, the spouts could be a bit longer preventing the water from dribbling down the granite. Stain removal is needed, and the plaques need to have their hot wax coating addressed. The mortar patches could be toned to approximate the appearance of the granite.
37	FY22	<i>Playing Bears</i>		Bernard Langlais	2	several missing claws that need to be recurved, attached to the bears and painted. damaged area associated with one of the missing claws that need to be filled and inpainted.			\$1,200 to \$1,400		The claws of the bears were stabilized as part of this assessment. There are still several missing claws that need to be recurved, attached to the bears and painted. There is also some a damaged area associated with one of the missing claws that need to be filled and inpainted. Priority: Medium-high.
16	FY22	<i>Armillary</i>		Patrick Plourde	2	PPAC to decide			\$3,000 to \$10,000		The Penetrol coating is beginning to fail, the metal is continuing to rust causing staining on the concrete. It is likely that this coating will need to be renewed every three years or so and the concrete staining removed. This is not an ideal coating for mild steel. Ideally this piece should be cleaned to bright metal and painted rust brown. This would be a relative maintenance free solution.
13	FY23	<i>Czar Reed</i>		Burr Churchill Miller	3	Hot Wax protective coating		5 years	\$1,500		The sculpture and base appear in sound condition. The wax protective coating is beginning to break down on the upper surfaces. Re wax in 2021 or 2022. This is regular maintenance that should be scheduled for every 4 to 5 years.
15	FY23	<i>The Hiker</i>		Theodora Alice Ruggles Kitson	3	Hot Wax protective coating	hot wax	5 years	\$1,300		Appears stable. The hot wax protective coating needs to be renewed. Priority: Med-high. Re-wax in 2022. This is regular maintenance that should be scheduled for every 4 to 5 years.

2	FY23	Michael		Ramundi	4	Anti-graffitti coating renewed		8 years			Priority: low. It should have its antigraffiti coating renewed in 2023 or 2024.
7	FY23	Firefighter		Griffin	4	Remove lichens from figure and treat with D-2 antimicrobial. Light cleaning overall.					Generally stable. Lichens growing on figure. Minor rust staining and grime. Recommendation: Remove lichens from figure and treat with D-2 antimicrobial. Light cleaning overall. (Assistance from fire deparemtnt?) Priority: Medium.
24	FY24	Cloud Couch		Beer	5	Address chips/corrosion					Generally stable. Minor chips and corrosion that should be addressed. Priority: Medium
3	FY24	Longfellow		Simmons	5		Renew INCRALAC coating	10 years			There appears to be residual staining from possibly red graffiti on the south side of the granite. There is black skateboard wax on the middle step on the West side.
6	FY24	The Maine Lobsterman		Kahill	5		hot wax	5 years			Generally stable. The hot wax protective coating is beginning to break down. Priority: Medium-low. It will need to have its wax coating renewed in 2023 or 2024.
8	FY24	John Ford		Kelly	5		hot wax	5 years			The sculpture and the base appear structurally sound. The hot wax coating is beginning to age but is still in reasonable condition. Priority: Medium-low. Coating should be renewed in 2023 or 2024.
9	FY24	Cleeves			5	Repair chips/corrosion					Generally stable. Minor chips and corrosion that should be addressed. Priority: Medium-low.
19	FY24	Boothby Fountain			5	Clean staining; mortar repair					Minor iron staining. Algae growth in water. Deteriorating mortar repair.
21	FY24	Jewel Box		Haddad/Drugan	5	Replace corroded conduit for lighting	hot wax	7 years			Generally stable. Corroded conduit for lighting needs to be replaced. Hot wax on cast iron should be renewed in 2023. Priority: medium low.
25	FY25	Hadlock Field Family		Sherbell	6		hot wax	7 years			Appears stable. Re-hot wax in 2025.
26	FY25	Glimpse		Klemperer	6						This group is generally structurally stable, with the exception of an occasional broken weld (entrance stag). The sculptures with Penetrol coatings show spot resting and occasional places where the coating was missed. The painted sculptures appear generally stable with occasional rusting through the paint. The porcupines show substantial rusting through the paint. Priority: medium-low. (In the long term I believe that these sculptures will need a good deal of maintenance.)

Order 57-15/16

Passage: 9-0 on 9/9/2015

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Effective 9/19/2015

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING THE DEACCESSION OF
THE BAYSIDE COMMUNITY ART MURAL**

ORDERED, that the City of Portland, through the Portland Public Art Committee, is hereby authorized to proceed with deaccession of the Bayside Community Art Mural at 88 Anderson Street.

