

June 8, 2023

Proposer must acknowledge acceptance of Addendum Number 1 as part of the electronic submission.

**CITY OF ENCINITAS
PARKS, RECREATION AND CULTURAL ARTS
ADDENDUM NUMBER 1**

**PUBLIC ART SCULPTURES
PROJECT NO: PR-RFP-23-04**

RECEIPT AND OPENING OF PROPOSALS: Proposals will be received electronically on the City of Encinitas website, <https://encinitasca.gov/sculpturepads>, until **4:00pm on August 11, 2023.**

TO ALL PROSPECTIVE PROPOSERS:

The following CHANGES have been added to the Project Scope Specification:

PAYMENT

- **Stipend has been increased:**
“The City shall pay the artist a fixed fee not to exceed **\$4,000** which shall constitute full compensation for all materials, supplies, insurance, and delivery costs to be performed and furnished in loan of the Artwork for two years and any extra work by the Contractor under the Agreement.” Payment Terms remain the same as noted in the original documents.
- **Commission on sale of artwork removed:**
“If a sculpture is purchased, the artist will receive **100%** of the sale. **The City will not receive any commission on sale of the artwork.**”

The following CLARIFICATIONS have been added to the Project Scope Specification:

SCULPTURE BASE, PEDESTAL, AND BASEPLATE

- Each proposed sculpture must be able to have the baseplate identified in the Project Scope attached to its base prior to installation.
- The base of the sculpture may not exceed the 48” diameter of the pedestals identified in the Project Scope.
- The method of baseplate attachment to the sculpture will be determined by the City-contracted installer according to best practices for the media used in the sculpture.
- The installer contracted by the City will be proficient and experienced with installation of public art and assume the responsibility for ensuring the sculpture base is properly affixed to the baseplate and then that the baseplate is properly affixed to the pedestal.

INSURANCE

- The insurance requirements are specified in the Sample Loan Agreement (section 9) that is linked within the Project Scope.
- Those insurance requirements include:

“Artist shall obtain, and during the term of Agreement maintain a general liability policy from an insurance company authorized to be in business in the State of California. The amount of general liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence. The insurance policies shall provide that the policies shall remain in full force during the life of Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company. Artist shall provide a certificate of insurance with the additional insured endorsement prior to the commencement of this agreement. Should Artist employee person(s) related to this Agreement, Artist shall comply with Workers Compensation Insurance requirements for statutory limits.”
- The insurance requirements are comparable to those of an adjacent municipality with a similar sculpture loan program.

ARTWORK INSPECTION

- As stated in the Project Scope, “Artist is responsible for regular inspection and repair of their sculpture.” If the Artist is not available to conduct inspection and/or repairs of the sculpture themselves, they may contract with another individual or organization of their choosing to do so on their behalf.