



November 23, 2022

RE: Unsealed Request for Proposals No. 23-10-44 for “Artist at Work,” a temporary exhibition of outdoor sculpture in Roanoke, Virginia.

To Whom It May Concern:

The City of Roanoke is seeking at least eight (8) artists or artist teams to exhibit sculpture in the sixth *Art in Roanoke (AIR)* temporary sculpture exhibition running **May 26, 2023 through April 11, 2025**.

The City is accepting submissions now through **January 27, 2023 at 11:59 PM Eastern** for freestanding sculpture responding to the theme “Artist at Work.” The installation will serve as the culmination of Roanoke’s *2022-23 Year of the Artist*.

The work will be funded through Roanoke’s Percent for Art fund and potential grant funding pending successful application.

This invitation is extended to all artists 18 and older. Innovative approaches are welcomed, including the establishment of partnerships between emerging and established artists or between artists and fabricators. Both proposed work and finished pieces will be considered. Regional artists and teams with connections to Roanoke are strongly encouraged to apply, as are women and artists of color.

An evaluation committee will review each proposal in accordance with the provisions demonstrated herein and the City reserves the right to issue multiple awards for such goods/services.

Community Context

Established in 1884 in a valley of Virginia’s Blue Ridge, the city of Roanoke grew from the committed investment of local leaders—residents eager to create a thriving place at the crossing of two rail lines. Now, 137 years later, Roanoke continues stepping into the future with renewed commitment to its place and people.

The “Magic City” of now just under 100,000 citizens stands at the center of a region of more than 300,000 people. The city continues to reassess, value and deploy the

resources at hand. Old warehouses and garages from the 1900s now house local craft breweries and high-end lofts, offering residents and visitors easy access to outdoor recreation, a thriving arts and cultural community, and growing research opportunities along the Innovation Corridor. The community builds upon its assets, natural, built, institutional, and human. This process of visioning, reinvention, and creation closely correlate with and benefit from the creative processes of artists.

Simultaneously, the community is embarking on a new 20-year comprehensive plan that emphasizes equity throughout every aspect of investment and service delivery. As the nation considers how it works better for ALL of its citizens, the City of Roanoke is acting locally, making strides and committed to a welcoming, diverse, and equitable future. As part of that process, the City has engaged artists in leading the way through the 2022-23 Year of the Artist.

- Eleven artists are serving as artists in residence in government with the City of Roanoke
- More than 30 artists have been awarded *Art Matters* stipends to advance wellness, justice, and inclusion in the community.
- Self-portraits of 48 area artists are hanging in the Roanoke Municipal Building, testifying to the role of the artist in the community and the impact of the community on the artistic practices of the artists.
- Learn more about the Year of the Artist at www.roanokearts.org/yota.

Key in the *Year of the Artist* (YOTA) efforts have been goals of justice, wellness, and inclusion. Because the future depends upon the welcomed contributions of all, women and artists of color are especially encouraged to submit proposals.

Locations

In May 2021, concrete pads on the Elmwood Park Artwalk will be available for new artwork. Additionally, community and neighborhood partnerships may allow for some works to be located in additional neighborhood and community spaces, including outside libraries or in public parks.

Since being purchased by the city in 1910, Roanoke's Elmwood Park has been a gathering place where residents and visitors attend events, enjoy the outdoors, and spend quiet time. Elmwood Park is located on both the Innovation Corridor and the Roanoke River Valley Greenway system. Today Elmwood is known as Roanoke's premiere festival park with more than fifty annual events. The park is home to the Main Branch of the Roanoke City Public Library, the coordinating partner of the collaborative Star City Reads program which works through book and feeding programs to measurably increase the reading ability of the most vulnerable elementary age students. This was a key component of the City's record making seventh All-America City award.

Scope of Services and Guidelines for Submitted Works

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this URFP are those that are set forth in this URFP and/or below and/or referred to in any way in the sample Contract.

Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this URFP is subject to negotiations with the successful Offeror(s), and final approval by the City.

In the spirit of bringing fresh perspectives on our collective journey, the Roanoke Arts Commission invites submissions of 3-D work.

- Concepts and finished work must directly respond to the theme: “Artist at Work.” In the concepts, we invite consideration of:
 - the broad array of artistic pursuits including visual, performing, and literary arts as well as traditional craft, functional art, and industrial design;
 - imagery that moves beyond the immediate recognizable popular notions of the artist;
 - how the artist takes inspiration from the places and people around them;
 - the artist’s engagement in the world;
 - how the artist shapes the community through their work; and
 - the implements of art that testify to the act and possibility of creation.
- Work can be new or proposed.
- Materials used might reflect:
 - Roanoke’s natural environment;
 - the city’s industrial and cultural history;
 - the knowledge-based activity of the Innovation Corridor, including new materials and methods; and
 - strides in inclusion and equity as the city reconsiders and invests in itself and this place.
- The use of materials will reflect the strength, resilience, imagination, aspirations, and inclusive nature of the city and its creative cultural community.
- The development of the work will reflect innovative and collaborative approaches that explore new ways of looking at both at the resources at hand and the processes deploying them.

- Works must be:
 - of a scale and material suitable for outdoor display,
 - designed to withstand an outdoor, high traffic, unmonitored environment,
 - require little or no maintenance for the two-year duration of the show,
 - original,
 - suitable for family viewing, and
 - constructed so that they can be securely anchored.

The Art Walk includes ten pads surrounded by native plantings. Each pad is 6' by 6' and can hold up to 1,500 lbs. Work cannot be over 15' tall or 6' wide. Anchor bolts are required and must be set at least six inches from the edges of the pads.

Payments and Awards

There is no entry fee. Artists chosen to participate will receive **a stipend of up to \$4,500 per selected artwork.**

Installation

- Costs associated with transportation of the piece, travel of the artist, insurance during travel and installation, installation, and removal of the work are the responsibility of the artist.
- The city will provide pads and installation support as feasible.
- Completed installation must pass city inspection, meeting all safety requirements.
- Artists whose projects are accepted will be required to sign a loan agreement, a sample of which is posted online.
- Works will not be insured by the city, but may be self-insured by the artist.

Entry Procedures

Each artist may submit a total of **up to 3** proposed sculptures or concepts for consideration.

To apply, please submit to the call as posted on the CAFÉ website. Submittals are due by 11:59 p.m. EST January 27, 2023. To apply, go to the CaFÉ homepage at CallForEntry.org, and create an artist account. CaFÉ is free to use, and there is no entry fee for this call. Under "Find Calls" search for Roanoke. Follow the instructions for submission, upload the required images and files, and submit.

Proposals must include:

- A brief Artist(s) Statement (300 words max) to introduce the selection panel to your artistic practice

- A project statement (500 words max) that describes the response for this project, demonstrates an understanding of the community, and explains how the work relates to the context and theme of “Artist at Work.”
- Concept or sculpture images
- An illustration of how the piece will be anchored to the pad.
- An anticipated project budget, including travel, materials, etc. Note: the maximum payment is \$4,500.
- Contact information for two professional references for which the Offeror has done design or art work in the last five years.

For technical questions about CaFÉ, please click on Help on the CaFÉ website.

Calendar

- Application is required by **January 27, 2023 at 11:59 PM**. Application will be through CaFÉ.
- Chosen artists will be selected by approximately **February 24, 2023**
- Installation is to occur between to be completed by **Monday, May 1 and Monday, May 15, 2023**.
- Works are to be picked up between Friday, **April 14 and Friday, April 28, 2025**

URFP Submittals:

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this URFP is subject to negotiations with the successful Offeror(s), and final approval by the City.

The City may also request additional information, clarification, or presentations from any of the Offerors.

This URFP includes the following Attachments:

- Attachment A – Sample Contract

The Successful Offeror selected for this work will be required to sign a Contract similar to Attachment A, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully. Any conditions to the Contract shall be provided in Offeror’s response.

The City reserves the right to immediately terminate any Contract, with or without cause, upon written notice to the Successful Offeror(s). In the event of such termination, the Successful Offeror(s) will be compensated for services rendered through the date of termination at the rate agreed to and set out in the Contract between the parties.

All responses to this Unsealed Request for Proposal (URFP) shall be submitted through CaFÉ by January 27, 2023 at 11:59 PM.

Proposals received after the specified date and time may not be accepted.

Each Offeror who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See VA Code Section 2.2-4311.2).

The City reserves the right to reject any or all proposals, to cancel this URFP, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to multiple Offerors whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Evaluation Criteria.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this URFP. The City of Roanoke will use a weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- Experience: The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied. **35 points**
- Cost/Fee: Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s). **20 points.**
- Compliance: The Offeror's responsiveness and compliance with the RFP requirements and conditions. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract. Offeror's willingness to accept the City's sample contract. **10 points**
- Approach and Methodology to Meet Need: The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this URFP. Artistic merit and excellence demonstrated in responding to the specific opportunities outlined in the proposal. The quality of Offeror's performance in comparable and/or similar projects. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner. **35 points.**

Selection Process

A panel representing diverse interests and expertise will review submissions and recommend at least eight artists or artist teams to the Roanoke Arts Commission.

The following criteria to assess artistic excellence and artistic merit will be used:

- Quality and design of the art work or proposal
- Responsiveness of the proposal to the call's theme and community context
- Appropriateness for the site, including aesthetic content and public safety
- Feasibility given timeline and budget
- Artist's or team's experience meeting deadlines in client-based projects
- Durability – The art work's ability to withstand weather and interaction in a highly public area over the 2 years of the exhibition
- Diversity – The exhibition will be curated to reflect the diversity of the community and to display a diversity of approaches
- Other criteria not outlined above may be considered as well.

More information

- Learn more about the Roanoke Arts Commission:
 - www.roanokearts.org
 - www.roanokeva.gov/arts-culture
- Find information on Learn more about the past AIR exhibitions, AIR artists, and the Roanoke Arts Commission in casual conversations recorded as part of the [Fall 2020 Roanoke Artists' Series](#).
- [Explore what's happened during the Year of the Artist](#)
- See Past exhibits on the Elmwood Artwalk:
 - Explore [The Natural City](#)
 - Explore [City in Motion](#)
 - Explore [Roanoke Rising](#)
 - Explore [Reimagining Roanoke](#)

Artwork Sale Opportunity

Sale of installed works will be encouraged. Sale arrangements will be handled between the buyer and the artist. It is understood that work will remain on display for the entire exhibit. To date, the City of Roanoke has purchased five works from the five previous AIR exhibitions.

Selection and Contracting

The City may request additional information, clarification, or oral presentations from any of the Offerors.

This URFP includes the following Attachment:

1. Attachment A–Sample Loan Agreement

Successful Offeror selected for this work will be required to sign an agreement similar to Attachment A, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully.

The City reserves the right to immediately terminate any resultant Agreement, with or without cause, upon written notice to the Successful Offeror(s). In the event of such termination, the Successful Offeror(s) will be compensated for services rendered through the date of termination at the rate agreed to and set out in the Agreement between the parties.

Proposals received after the specified date and time may not be accepted.

Each Offeror who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See VA Code Section 2.2-4311.2).

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFUP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror.
2. The Offeror's responsiveness and compliance with the RFUP requirements and conditions.
3. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
4. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFUP.
5. The quality of Offeror's performance in comparable and/or similar projects.
6. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.
7. Quality of design or artwork including the appropriateness of proposed material.

All proposals submitted in response to this RFUP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or

person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate and rank all responsive proposals, conduct the negotiations, and make recommendations for award to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this Request for Unsealed Proposals and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFUP may be directed to nicholas.sloane@roanokeva.gov.

Sincerely,

Nicholas Sloane
Buyer

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Legal Name and Address of Firm (according to your registration with the SCC): REQUIRED

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____



Attachment A to URFP # 23-10-44

**Sample Loan Agreement for Art in Elmwood
Temporary Art Exhibition 2023-2025**

THIS AGREEMENT # _____, dated _____, 2023, between the City of Roanoke, Virginia, hereinafter referred to as “City”, and _____ [Name and Address of Artist], hereinafter referred to as “**Artist**”.

RECITALS:

WHEREAS, the City desires to obtain the services of the **Artist** for providing art work on loan as specified;

WHEREAS, **Artist** has represented to the City that it is fully capable of performing the services described in this Agreement, and the City has relied on such representation to select **Artist** to perform these services; and

WHEREAS, **Artist** was selected by the City based on the **Artist**’s response to the City of Roanoke’s Call for Artist dated October 28, 2022 (the “Call”) submitted in response to the Call for Artist, the terms of which are incorporated into this Agreement by reference.

That in consideration of the mutual covenants hereinafter set forth, the parties covenant and agree that the **Artist** shall deliver for display an outdoor temporary artwork, as defined below, in a professional manner, and shall give the best possible services, consultation and advice to the City during the performance of this Agreement. The parties further agree as follows:

ARTICLE I
THE SERVICE

- 1.1. **Services** – Delivery and Pickup of the artwork is the responsibility of the Artist. The exhibition dates are **May 1, 2023 through April 28, 2025**. As specified in the Loan Agreement, all artwork is to remain on exhibit for the duration of the exhibition. No work shall be removed at any time prior to the end date.
- 1.2. **Artwork Location** – The Artist shall provide artwork titled _____ at Elmwood Park and pickup of the artwork is the responsibility of the Artist. The City agrees to support installation per Article II, under 2.6. The Artist shall have 30 days after the end of the exhibition to pick up the artwork, or the artwork shall become property of the City, and all rights and permissions pursuant to Section 1.3 shall be deemed permanently granted to the City.

- 1.3. **Permissions** – The Artist shall grant permission to the City of Roanoke to use any acknowledgement material or credit material provided in any press release, catalogues, or any other written material pertaining to the exhibit and the objects under loan. The Artist shall grant permission to the City of Roanoke to use, reproduce, communicate, publish, publicly perform, publicly display, and distribute such artwork. The rights granted in this license are for the limited purpose of operating, promoting, and highlight the City’s Percent for Art Program.
- 1.4 **Understanding of the Service** - The Artist understands the requirements of the City as they relate to the loan and agrees to supply all work necessary to satisfy the requirements of the City.
- 1.5. **Sale of Artwork** – It shall be the responsibility of the Artist to conduct the sale of the artwork with any respective Buyer.

ARTICLE II
CITY’S RESPONSIBILITIES

1. The City warrants the items on loan may be photographed for publicity or study; however, no object may be removed from its frame or mount without the explicit permission of the Artist.
2. No object shall be retouched, repaired or in any way altered.
3. The City reserves the right to exclude artwork with sexually explicit or graphic content. Such material may be exhibited or withdrawn from the exhibition at the sole discretion of the City.
4. The City will exercise all due and reasonable care with respect to any items in its custody and care.
5. The City shall immediately report any damage or injury to an object in its custody to the Artist.
6. The City shall provide, on an as needed basis, concrete pads, crane, front end loader or forklift to unload at installation and reload at de-installation of objects. The City will assume responsibility for any injuries to its employees or volunteers that may occur as a result of work performed with this project.
7. The City shall install signage for each object on loan.

ARTICLE III
TERM OF AGREEMENT

3.1 The term of this Agreement shall be for the period commencing on **May 1, 2023 through April 28, 2025**.

ARTICLE IV
PAYMENTS TO ARTIST

4.1 Costs and Limit on Compensation. Upon written approval by the City, the Artist may invoice the City on a lump sum basis. Compensation to the Artist shall not exceed \$4,500, without a written amendment to this Agreement signed by the City's Representative, and the Purchasing Manager.

ARTICLE V
GENERAL PROVISIONS

5.1 Termination for any reason. This Agreement or a portion of this Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party, provided, however, that if any work is in progress but not completed as of the date of such termination, this Agreement may be extended by the City until such time the parties agree.

5.2 Indemnity. The Artist agrees and binds itself and its successors and assigns to indemnify, keep, and hold the City and its officers, employees, agents, and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Artist on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Agreement. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, or representatives at law or in equity, either independently or jointly with the Artist on account of any injury or damage resulting from any act or omission of the Artist, the Artist, upon notice given to it by the City or any of its officers, employees, agents, or representatives, will pay all costs of defending the City or any of its officers, employees, agents, or representatives in any such action or other proceeding, if such suit or proceeding shall have been brought against the City as a result of acts or omissions of the Artist.

In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, or representatives, either independently or jointly with the Artist, as a result of any act of omission of the Artist giving rise to such settlement or judgment then the Artist will pay such settlement or judgment, in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

- 5.3 Insurance. Artist shall be responsible for ALL liability insurance they deem necessary under this contract. The City is not liable under any circumstance.
- 5.4 Risk of Loss. The Artist shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the delivery of such artwork.
- 5.5 Non-Discrimination. During the performance of this Agreement, Artist agrees as follows:
- A.
- Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 5.6 Drug-free workplace: During the performance of this Agreement, the Artist shall: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Artist's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Artist, that the Artist maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, a drug-free workplace means a site for the performance of work done in connection with this Agreement.

- 5.7 Licenses, Permits and Certificates. All licenses, permits and certificates required for and in connection with any and all parts of the service shall be secured by Artist entirely at its own expense.
- 5.8 Laws and Ordinances. Artist shall comply with the laws of the City or Roanoke, the Commonwealth of Virginia and the United States as they may apply. Artist shall also keep all necessary records as required by law or by the City.
- 5.9 Patents, Copyrights and Licenses. Royalties and fees for patents, licenses and copyrights covering software equipment, services, documents and work provided by Artist shall be included in the compensation provided in Article IV. Artist shall satisfy all demands that may be made at any time for such royalties or fees and it shall be liable for any damages or claims for patent, copyright or license infringements directly arising from the work, documents, services or equipment provided by Artist. Artist shall, at its own cost and expense, defend all suits or proceedings that may be instituted against the City and hold the City harmless for infringement or alleged infringement of any patents, licenses or copyrights involved in the Program and, in case of an award of damages resulting from Artist's work, documents, services or equipment, Artist shall pay such award. Final payment to Artist by the City will not be made while any suit or claim under this section remains pending.
- 5.10 Confidential Matters. All documents and information created or obtained by Artist or its subcontractors pursuant to this Agreement, including but not limited to reports, notes, recommendations, statements, referrals, resumes, shall be treated by Artist and its subcontractors as strictly confidential. Artist agrees not to communicate or disclose, and agrees to prevent its subcontractors from communicating or disclosing, the aforesaid documents and information to a third party.
- 5.11 Modification. This Agreement shall not be modified, altered, or amended in any respect unless in writing and signed by the parties hereto.
- 5.12 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or illegal, then such provision shall be deemed to be stricken herefrom, and this Agreement, as so modified shall remain in full force and effect.
- 5.13 Governing Law and Exclusive Venue. Artist and City agree that this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Agreement shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Agreement voluntarily

submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Agreement shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

5.14 No Authority to Bind Other Party. Nothing in this Agreement will be construed as authority for either party to make commitments which will bind the other party beyond the provisions of this Agreement contained herein.

5.15 Titles and Headings. The titles, section headings and paragraph headings are inserted only for convenience and are in no way to be construed as a limitation of the scope of this Agreement.

5.16 Mailing of Notices and Statements. All written notices under this Agreement shall be sent to the parties at the following addresses:

To City: Douglas Jackson
Public Art Coordinator
117 Church Ave. S.W.
Roanoke, VA 24011

To the Artist: _____

All notices required or permitted under the Agreement shall be deemed to have been given to a party when deposited in the United States mail, properly stamped and addressed to the party at the party's address listed above, or, if United States Mail is not used when delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

5.17 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other prior agreements, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

CITY OF ROANOKE, VIRGINIA

ARTIST

City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Date _____

Date _____

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

Assistant City Attorney

Director of Finance

Date _____

Date _____

Approved as to Execution:

Account # _____

Assistant City Attorney

Approved COI Received

Date _____