WASHINGTON STATE ARTS COMMISSION ART IN PUBLIC PLACES PROGRAM RCW 43.17

PROPOSAL DEVELOPMENT CONTRACT

ARTIST

AGENCY: LOCATION:

FUNDING:

ADDRESS:

CITY: COUNTY:

SOCIAL SECURITY/EIN #: **On File** UBI#: PHONE**:** MODEL/DRAWING AMOUNT:

> Office use only: Accession No.

Presentation date:

PROPOSAL DEVELOPMENT CONTRACT

THIS CONTRACT is made and entered into by and between the WASHINGTON STATE ARTS COMMISSION, hereinafter referred to as "ARTS COMMISSION" and

hereinafter referred to as "ARTIST" is entered into on the terms and conditions as are set forth below.

WHEREAS, the State of Washington is implementing a public art program pursuant to chapter 43.17.200 RCW, 43.17.205 RCW, 43.17.210 RCW, 43.19.455 RCW, 43.46.090 RCW, 43.46.095 RCW, 28A.335.210 RCW, 28B.10.025 RCW, and 28B.10.027 RCW, all state agencies, colleges and universities, and public schools, hereinafter called the "AGENCY", shall allocate 1/2 of 1% of the appropriation for the original construction of any state building for the acquisition of works of art;

WHEREAS, in addition, pursuant to chapter 28B.10.027 RCW, all universities and colleges, hereinafter called the "AGENCY", shall allocate 1/2 of 1% of the appropriation for any major renovation or remodeling work exceeding two hundred thousand dollars, (\$200,000.00), of any state building, for the acquisition of works of art;

WHEREAS, pursuant to chapter 43.17.200 RCW, 43.17.205 RCW, 43.17.210 RCW, 43.19.455 RCW, 43.46.090 RCW, 43.46.095 RCW, 28A.335.210 RCW, 28B.10.025 RCW, and 28B.10.027 RCW, the AGENCY has agreed that the ARTS COMMISSION shall perform these legislative mandates;

WHEREAS, the AGENCY shall transfer its 1/2 of 1% art allocation to the ARTS COMMISSION for expenditure by the ARTS COMMISSION;

All rights and obligations of the parties to this CONTRACT shall be subject to and governed by the GENERAL TERMS AND CONDITIONS hereto set forth in Attachment "G" and incorporated by reference herein.

WHEREAS, the ARTS COMMISSION desires to enter into a contract with the ARTIST to develop a model and/or drawings to scale of the proposed artwork for the following project:

(project name and location)

NOW THEREFORE, the ARTS COMMISSION and the ARTIST, for the consideration, convenants, conditions and under the conditions hereinafter set forth do agree as follows:

1. The ARTIST under this CONTRACT is to develop, complete and present to the ARTS COMMISSION a conceptual model and/or drawing that reflects project feasibility, budget and timeline for the proposed artwork for the above referenced project indicating media, placement and details for installation. The model and/or drawings for the proposed artwork is to be based on a proposed artwork fabrication budget of

Dollars

2. The ARTS COMMISSION reserves the right to retain ownership of the model and/or drawing following the completion of this CONTRACT.

- 3. If the above described model and/or drawings is selected and approved, by the ARTS COMMISSION, for the project, the ARTIST hereby agrees to contract with the ARTS COMMISSION to fabricate and install the proposed artwork.
- 4. The public notice (plaque) is to be provided by the (check one)

ARTS COMMISSION

ARTIST

5. The public notice (plaque) is hereby designated to be provided by the ARTIST. Its incorporation into the proposed work of art shall be indicated in the submitted model and/or drawings.

6A. The ARTIST shall commence work on the project upon the date of execution of this CONTRACT and shall complete the WORK including all phases under this CONTRACT by

6B. The date of execution of the CONTRACT is determined to be the last date of signature by either the ARTIST or the ARTS COMMISSION.

6C. It shall be the responsibility of the ARTIST to contact the ARTS COMMISSION during all phases of the WORK and make the necessary arrangements pertaining to this CONTRACT.

6D. Such time for completion may be extended by the ARTS COMMISSION to the extent the ARTIST actually incurs delays in the design, fabrication and installation of the WORK due to circumstances unforeseen by the ARTIST at the time of signing of this contract.

6E. The model and/or drawings are due in the office of the ARTS COMMISSION on the date listed in 6A. A model/drawings presentation by the ARTIST to the AGENCY may be required as part of this contract within 90 days of the due date listed in 6A.

7. The ARTIST shall receive, from the Art in Public Places Program, payment in an amount not to exceed *Dollars*

The ARTIST shall be paid according to the following schedule:

	(\$
	(\$
upon completion of	
	(*
	(\$

- 8. The ARTS COMMISSION agrees to reimburse the ARTIST for the following travel and miscellaneous expenses . Receipts shall be submitted for any expenses in excess of fifty dollars (\$50.00).
- 9. The ARTS COMMISSION will make payment to the ARTIST within 30 days of receipt and approval of the model and/or drawings and travel and miscellaneous expenses (when applicable). The payment request will be submitted on a Washington State invoice voucher form.

WASHINGTON STATE ARTS COMMISSION

BY	BY
PRINT	TITLE Executive Director
TITLE	DATE
DATE	
The following is applicable to Washington State Art	tists Only:
Social Security Number	Congressional District Number:
Social Security Number	
Washington State Department of	Legislative District Number:
Revenue Registration Number	
	Approved as to form MARGERY SMITCH Assistant Attorney General ORIGINAL SIGNATURE ON FILE, WSAC OFFICE, October 10, 1996

(revised October 1996)