



Carroll Creek
Kinetic Art Promenade



Submit a Design – Full Proposal
(To be submitted by the artisan)

1. FULL PROPOSAL

Carroll Creek Kinetic Art Promenade (CCKAP) intends to maintain high quality standards for the kinetic sculptures that will be displayed in Carroll Creek. It will oversee designs and materials used, thus ensuring pride of ownership, appealing esthetics, and longevity for CCKAP throughout the years.

CCKAP will consider the responsiveness of the applicant's work to site-specific conditions and the potential of the work to enhance and expand the public's experience of the Carroll Creek Park. It will also evaluate the artwork based on creativity, composition, craftsmanship, diversity, and impact.

The Full Proposals need to be submitted to CCKAP before 5pm on August 31.

CCKAP will then present the Full Proposals to the City of Frederick for final approvals. The Public Art Commission will review and approve the artistic content of each kinetic sculpture while the Parks & Recreation Commission will approve its display in Carroll Creek.

2. DESIGN PARAMETERS

- A. Theme, size, and weight.** Kinetic sculptures may be inspired by themes such as flowers, animals, birds, insects, characters, sport and artistic scenes, trees, stars, and abstracts. They can measure up to 10 feet in height above water, span no more than 12 feet in width, and weigh no more than 500 pounds including their center post. ***The emphasis will be on creativity and esthetics and not necessarily on size.***
- B. Durability.** Kinetic sculptures should be made mostly of metal to withstand the elements, and be durable for a minimum of three consecutive years.
- C. Kinetic ability.** Kinetic sculptures' designs should be such that they generate continuous rotational movement in a light breeze (5-10 mph wind).
- D. Suitability.** The proposed designs should be suitable and acceptable for public viewing of all ages.
- E. Lighting.** Solar lighting is encouraged to enhance visibility from the shore and around the clock enjoyment, and should be integrated within the kinetic sculpture.
- F. Ease of installation.** Kinetic sculptures should be designed such that they easily fit into the metal stand (Pyramid – ***See Exhibit 1 below***), have a top eyelet of at least 2 inches in diameter or have a structure that can accommodate crane-lifting straps, and be installed in one piece once assembled on site, thus requiring only one crane cycle.

- G. Budget.** A kinetic sculpture's budget can range up to \$15,000, or more if agreed by the sponsor, and should list separate items for design, materials, supplies, fabrication, travel-related expenses, transportation to and from site, and assistance during the installation process. It should exclude the annual \$500 Display Fee and the installation costs as mentioned in Section 3 below.

3. INSTALLATION IN CARROLL CREEK

CCKAP will provide a standardized metal stand (Pyramid – *See Exhibit 1 below*) for each kinetic sculpture, and will lead and cover the costs of the installation and removal processes. It will charge an annual \$500 Display Fee for such services and for the usage of the Pyramid, which annual Display Fee will be paid by the sponsors.

It is expected that artisans and sponsors will be available onsite during the installation and removal processes to provide guidance and assistance.

4. SUBMITTAL REQUIREMENTS

- A.** All required application components must be in digital form (no larger than 10MB), should be submitted via one email, if possible, and will not be returned.
- B. Applicant Information.** Provide your name, street address, email address, and phone number on each page.
- C. Proposal.** Illustrate your design/theme and present a description of your kinetic sculpture including dimensions and weight, sketches, position(s) and description(s)/illustration(s) of the type of bearings to be used, digital files and/or diagrams.
- D. Animation.** Although not mandatory, a short animation of your design has been found to be very helpful in conveying the appeal of a design, even when illustrated on a small scale.
- E. Budget.** Provide separate line items for all expenses including design, materials, supplies, fabrication, travel, meetings, and transportation to site.
- F. Timeframe / Work Plan.** Supply a brief outline of the steps involved in the proposed project including time requirements.
- G. Bios / Resume(s).** Provide personal information and past-related experience. Artisans working collaboratively must submit a biography / resume and background information for each team member.
- H. Sample Work Portfolio.** Include a link to your website or up to ten digital images.
- I. Transmission.** Email your submittal materials *before 5pm on August 31* to Bernard Gouin at rotary@carrollcreekinecticart.org

5. SPONSOR-ARTISAN AGREEMENT

Once the approval process is completed, artisans will enter into an agreement with their respective sponsors, which agreement will specify the deliverables, timeline, schedule of payments, and responsibilities.

See Exhibit 2 for a copy of the Sponsor-Artisan Agreement

Exhibit 1 - Pyramid

A. Description. The Pyramid is a freestanding, submerged, metal structure, with a 5-foot vertical central cylinder (6" x 0.188" OD) with a detachable upper 18-24 inch portion, and supported by four angled braces welded to a 5'x5'x1/2" bottom metal plate sitting on the floor of the creek, which bottom metal plate is framed by 18-inch high lateral plates to form the bottom caisson. At the bottom center of the pyramid's central cylinder and welded to its bottom metal plate is a 3-inch high pipe (3" OD and 2 5/8" ID) which acts as a "Stabilizer".

Below the metal plate, five 3.5-foot angles are welded to the surface to reinforce the base of the Pyramid, and provide sufficient grounding to counter possible slippage. Below its bottom caisson, the Pyramid has a leveling system consisting of height adjusting steel rod legs to be used in corners where needed. The Pyramid weighs approximately 1,360 pounds.

A kinetic art sculpture's main post will slide into the Pyramid's central cylinder, will straddle or fit inside the Stabilizer, and the final vertical adjustments will be made by horizontal bolts located around the top of the Pyramid's central cylinder, and above the water level.

B. Wind loads and overturning forces. The Pyramid is designed to withstand winds of up to 90 miles per hour, and also factors a 1.4 safety margin, in accordance with the International Building Code.

The uplift tolerance of the Pyramid assumes a kinetic sculpture featuring a 30 square foot area exposed to the wind and standing up to 10 feet above water, and is derived from the combined weight of the Pyramid and of the water contained in half of the bottom caisson times the eccentricity of the Pyramid.

C. Design

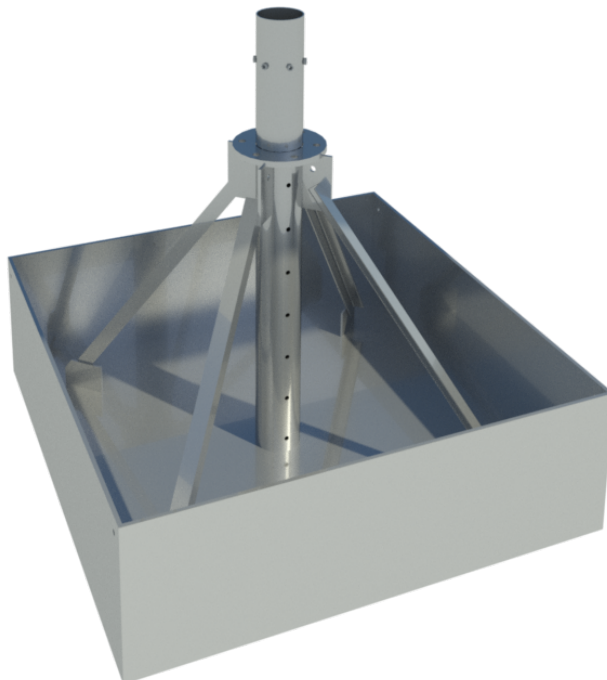


Exhibit 2 - Sponsor-Artisan Agreement

As part of the Carroll Creek Kinetic Art Promenade (“Project”) in Frederick, Maryland, this Sponsor-Artisan Agreement (“Agreement”) is made on

The _____ day of _____ (month) _____ (year) between:

Sponsor

Name: _____

Address: _____

Phone: _____ Email: _____

Artisan

Name: _____

Address: _____

Phone: _____ Email: _____

Agreement between Sponsor and Artisan

1. Services Sponsor has commissioned Artisan for the fabrication of the Kinetic Sculpture entitled _____ described and illustrated in Exhibit 1 (“Services”).

2. Price \$ _____ as detailed in the budget listed in Exhibit 2, which Price shall remain confidential.

Sponsor–Artisan Agreement (continued)

3. Payment A. Sponsor will make a deposit of 40% of the Price, namely \$ _____, to Artisan upon signing of this Agreement, and will pay the balance as follows:

B. 30% of the Price, namely \$ _____, to Artisan _____ months later after a satisfactory visit at Artisan’s workshop during which visit Artisan shall demonstrate that the remaining work may be completed prior to the Completion Date.

C. 30% of the Price, namely \$ _____, to Artisan within 7 days after the installation of the Kinetic Sculpture as long as the Kinetic Sculpture performs as intended and generates continuous rotational movement in a light breeze (3-5mph wind).

4. Completion Artisan will complete the Kinetic Sculpture to the satisfaction of Sponsor before _____ Day of _____(Month) _____ (Year) (“Completion date”).

Sponsor will be given the opportunity, if so desired, to visit Artisan’s workshop and view the Kinetic Sculpture during its fabrication.

Artisan agrees to devote its best efforts to perform the Services described herein in a professional and timely manner, and to fully cooperate with Sponsor, in good faith, in the rendering of the described Services.

5. Season(s) The Kinetic Sculpture will be displayed in Carroll Creek from April _____ to April _____ (“Season”) and, at Sponsor’s discretion, could possibly be re-displayed for two additional seasons ranging from April _____ to April _____, and from April _____ to April _____, in which case the periods are collectively called “Seasons”.

6. Pre-Season Delivery Artisan will deliver at his/her own expenses the Kinetic Sculpture along Carroll Creek in Frederick Maryland at the start of the Season.

7. Installation And Removal Carroll Creek Kinetic Art Promenade will install the Kinetic Sculpture in Carroll Creek at the start of the Season and will remove it at the end of the Season(s) at its own expenses, and it will use an underwater Pyramid to anchor the kinetic sculpture in place. The Pyramid is illustrated in Exhibit 3.

At the start and end of the Season(s), Artisan will be present during the installation and removal of the Kinetic Sculpture to offer assistance and guidance. Sponsor will be informed of the time and dates of the installation and removal, and may attend at Sponsor’s discretion.

8. Post-Season(s) Transportation Artisan and Sponsor will arrange at their own expenses for the transportation of the Kinetic Sculpture away from Carroll Creek at the end of the Season(s).

Sponsor–Artisan Agreement (continued)

9. Liability Sponsor shall have no liability hereunder for any acts or omissions of Artisan, or any agent, manager, or employee of Artisan, and the execution of this Agreement by Sponsor shall not constitute an assumption of any liability.
10. Ownership Upon payment in full of the Price set forth herein, all right, title, and interest in and to the Kinetic Sculpture shall convey to the Sponsor without the necessity of any additional documentation and this Agreement and proof of payment shall constitute proof of ownership.
- The relationship between Sponsor and Artisan is that Artisan shall be the independent contractor to Sponsor. Nothing in this Agreement shall be deemed to create or constitute a partnership, joint venture, employment, or agency relationship between parties. Artisan shall have no authority to act on behalf of Sponsor except as otherwise specifically set forth herein.
11. Adjustments During the Season(s), if the Kinetic Sculpture or part of it ceases to perform as initially intended and as expressed in 3.C. above or if some of its components require structural repairs or lubrication, Artisan will promptly intervene and make such adjustments at his/her own expenses and to the satisfaction of Sponsor.
12. Insurance Artisan and Sponsor are responsible to obtain proper insurance coverage for the Kinetic Sculpture during the period of their respective ownership.
13. Copyright Artisan will retain the copyright to the Kinetic Sculpture, including the design and sketches, and no reproduction of such will be made without the consent of Artisan.
14. Termination Sponsor may decide not to complete the purchase of the Kinetic Sculpture for its convenience for any reason. In such event, Sponsor shall deliver to Artisan a written notification of termination for convenience by Sponsor.
- In the event of a termination for convenience by Sponsor, Artisan will retain ownership of the Kinetic Sculpture and Sponsor will forfeit all payments made to Artisan before the termination.
- Sponsor shall have no further obligation to make additional payments to Artisan and this Agreement shall terminate upon receipt of written notice from Sponsor.
15. Withdrawal Artisan shall have no right to terminate this Agreement. If Artisan fails to complete the fabrication of his Kinetic Sculpture, or if he withdraws from the Project before Completion Date, he shall promptly refund all payments made to him by Sponsor, including the deposit mentioned in Section 3. A. above.

Sponsor-Artisan Agreement (continued)

- 16. Privacy Sponsor and Artisan grant mutual permission to the usage of their name and pictures, in all forms and media and in all manners, but without any mention of the Price.

- 17. Integration This Agreement constitutes the entire understanding between Sponsor and Artisan. This Agreement may only be modified by an instrument in writing signed by both Sponsor and Artisan.

- 18. Waivers A waiver of any breach of any provisions of this Agreement shall not be construed a continuing waiver of other breaches of the same or other provisions thereof.

- 19. Notices All notices and changes of address or email shall be sent to Sponsor and Artisan at their respective address and email listed above, and prior to the date of said change.

- 20. Governing Law This Agreement shall be governed by the laws of the State of Maryland. The parties hereby irrevocably consent to venue in Frederick County, Maryland. If either party brings legal action to enforce its rights under this agreement, the prevailing party will be entitled to recover its expenses, including reasonable attorneys' fees, incurred in connection with the action and any appeal.

In witness whereof, Sponsor and Artisan have executed this Agreement on the day & month & year written above.

Sponsor

Artisan

Exhibit 1**Kinetic Sculpture****“NAME”****Description and Illustration****Exhibit 2****Kinetic Sculpture****“NAME”****Budget****Exhibit 3****Pyramid****Engineer’s Illustration**