



City of Enderby Public Art Sculpture Program

TERMS AND CONDITIONS

The City of Enderby is now accepting applications from artists for the placement of a sculpture in a prominent location on the east side of Highway 97A (George Street), adjacent to Enderby City Hall. The City of Enderby will lease the sculpture from the successful artist (the “Artist”) for \$2,000 per year, with the sculpture to be installed in June 2025 and removed in April 2026 (the placement of the sculpture may be negotiated into a two-year term at the agreement of both parties).

Sculpture Installation Location

- 9’ x 9’ concrete pad, approximately 6” thick.
- Concrete pad is elevated approximately 18” from the adjacent sidewalk.
- Located on the east side of Highway 97A (George Street), adjacent to Enderby City Hall.
- Photos of the location are attached as Schedule ‘A’.

Submitting an Application

- Applications are accepted until May 23, 2025.
- Application forms can be submitted through one of the following methods:
 - Email to info@cityofenderby.com with ‘Public Art Sculpture Submission’ noted in the subject line.
 - Drop off or mail to City Hall at PO Box 400, 619 Cliff Avenue, Enderby BC, V0E 1V0.
- Inquiries can be directed to Kurt Inglis via email at kinglis@cityofenderby.com or by phone at 250-838-7230.
- When submitting an application, artists should be aware of the general terms and conditions attached as Schedule ‘B’.

Sculpture Placement

- The Artist will be responsible for transporting the sculpture to and from the site. The City will be responsible for installing the sculpture and affixing it to the concrete pad, in order to ensure that the works are performed to the City’s standards and that the sculpture is oriented in a manner that optimizes public safety and visibility.
- The City will enter into a lease agreement with the Artist for the duration of the placement of the sculpture. The Artist is responsible for upholding all terms and conditions of the lease agreement, as set out by the City.

- The City will be responsible for any media releases with respect to the placement of the sculpture.
- The Artist will retain copyright for their sculpture and will grant the City a license to take and distribute images of the sculpture. Any other likeness or models of the sculpture will not be created without the express written permission of the Artist.

Liability

- The successful artist will retain ownership of their sculpture and will be responsible for carrying a minimum of \$2,000,000 commercial general liability insurance with the City of Enderby as an additional insured. The Artist shall release, indemnify, and hold harmless the City and its officers, agents, and employees for any and all claims, demands, actions, damages, losses, and expenses, including attorney fees and costs of litigation, arising out of, or relating to, the existence or location of the sculpture throughout the duration of its placement. The risk of loss or damage to the sculpture shall be borne by the Artist, and the Artist will be responsible for repairing and/or replacing all or part of the sculpture in the event of loss or damage thereto.

Sculpture Specifications

- Sculptures shall be no greater than 12 feet in height and 4.5 feet in width.
- No nuisance lights (including electronic signs/lettering), reflective material, or moving parts, which may impact the users of Highway 97A (George Street).
- A stainless steel base plate, or stainless steel strips, shall be securely attached to the bottom of the sculpture so that it can be fastened with inserts to a concrete pad. This installation method requires ½" diameter bolt holes to be bored through the base plate or mounting strips, therefore the base plate and mounting strips should be of sufficient width to accommodate this method.
- All sculptures shall be made of a durable material that is able to withstand the yearlong outdoor setting and be constructed with safety in mind for display in a public setting. Metal sculptures should be sealed/powder-coated to avoid rust bleeding onto the concrete pad.

Evaluation Criteria

- Applications submissions will be evaluated based on the following criteria:
 - Artistic merit and creativity;
 - Proposal materials, construction, durability, maintenance, and safety; and
 - Suitability to location, logistics of installation, and consistency with City's timelines.
- The City reserves the right to not accept any of the submissions received and either, i) not install a sculpture, or ii) re-open the application process

SCHEDULE 'A'





SCHEDULE 'B'

The following general terms and conditions apply:

1. Verbal discussion, instructions or explanations between the City staff members, agents, employees, or representatives and artists shall not become a part of or otherwise modify the terms and conditions of this document.
2. Responses to inquiries may be posted to the City's website for the general knowledge of all artists, at the City's sole discretion.
3. The City may accept or reject any or all applications for any reason, and may negotiate with a potentially successful artist.
4. The City may reissue, amend, cancel, or extend application intake at its sole discretion, and reserves the right to defer, cancel, or phase awarding of the work.
5. As part of its evaluation process, the City may request further information from an artist.
6. Under no circumstances shall the City of Enderby Public Art Sculpture Program be understood as a commitment for work, a contract, or a tender. The City is not responsible for costs incurred by an artist in preparing a proposal and submitting an application.
7. By seeking applications through the City of Enderby Public Art Sculpture Program, the City does not incur any duty of care or contractual obligation to any interested party.
8. Artists are strictly prohibited from engaging in any form of lobbying in relation to their application or with a view to influencing the outcome of this process.
9. Artists agree to advise the City immediately of any real, perceived, or potential conflict of interest with an employee or officer of the City, including an elected official.
10. The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all information submitted to the City become records in its care and custody for the purposes of the Act. Information contained in an application submission may be presented, disclosed, or included in a meeting open to the public and may be shared on social media or otherwise communicated by the City to facilitate community engagement in the initiative.