

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Joy Chandler, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Joy Chandler] [2022]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

7. Fabrication and Installation. After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Joy Chandler], [2022].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
Email: joyechandler@hotmail.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Joy Chandler's Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Joy Chandler
Artist**

Jason Perez, Mayor

Date: _____

By: _____, Artist

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Joy Chandler's Traffic Box Art Wrap Project Proposal

The logo for NjoyArt is located in the top right corner. It features the word "NjoyArt" in a light blue, sans-serif font, with the "N" and "A" being larger and more prominent. The text is set against a dark blue circular background that has a textured, brush-stroke-like appearance. There are also some lighter blue circular shapes around the main circle.

NjoyArt
Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
713-858-3959
joyechandler@hotmail.com

<https://twitter.com/NjoyartJoy>

City of Angleton

Kyle Livesay
901 S. Velasco
Angleton TX 77515 United States
979-849-4364
klivesay@angleton.tx.us

Mr. Livesay,

I am excited for the opportunity to collaborate with the City of Angleton once again by submitting a proposal for your Keep Angleton Beautiful Traffic Box Wrap Art Project #3. I am honored and grateful to be an artist selected in the first two processes of the Beautification of Angleton.

I am pleased to submit three more art pieces for your consideration in the Traffic Signal Controller Cabinet Wraps for the City of Angleton Project #3 2022.

They are as follows:

1. "Finding Beauty in the Moment"-This mixed media piece shows a trio of red ibis taking it all in and enjoying their habitat.
2. "Time Traveller"-This mixed media piece shows a Dragonfly captured in a moment in time. He has travelled through time and space to reach this particular destination.
3. "Keeping Watch"-This mixed media piece shows a male cardinal is on the alert keeping watch over his lifelong mate. I am attaching my proposal for your consideration.

Warm regards,

Joy Chandler

Local Artist, Illustrator, and Art Teacher

A large, abstract blue circular graphic is located in the bottom right corner of the page. It consists of several overlapping circles of different shades of blue, creating a layered, organic effect.

Joy Chandler

16911 Driver Lane
Sugar Land, Texas 77498
713-858-3959

joyechandler@hotmail.com

Biography

Being drawn into the moment where an idea comes to life through line, shape and then form is what thrills me as an artist. I love the magic of integrating skill and interpreting my environment as I see it. I graduated with a BFA in Graphic Design from Lamar University and currently teach Art at Donald Leonetti Elementary.

I enjoy working with a combination of materials like water color, acrylic, colored pencil, pastel, pen and ink, and then allow the process to take over leading me and guiding me to my final product. I start with just exploring a material or medium and then add to it with another material. From nothingness, form begins to appear or I intuitively am led to an idea or image.

I am an illusionist, an observer of life, a life long learner, an innovator, a scientist, a teacher...I am an artist who thrills at the moment my viewer is drawn to my canvas or paper and thinks, "How did she do that?" or "What a neat view point!"

Education:

1988 Lamar University Bachelor of Fine Arts in Graphic Design

Honors & Awards:

2015 Teacher of the Year FBISD Teacher of the Year Sugar Land Middle School

Professional Positions and Affiliations:

Art Teacher, Donald Leonetti Elementary FBISD 2017 - Present

Art Teacher, Sugar Land Middle School FBISD 2011 - 2017

Joy Chandler

16911 Driver Lane
Sugar Land, Texas 77498
713-858-3959

joyechandler@hotmail.com

Artist Statement

A Study in Line, Space and Planes:

I see line

I see planes

I see peace

I see space

I see time

I see tranquility

I see dimensions

I see healing

Come, let me show you.

I get lost and found...

I get lost and found in my paintings all at the same time. I push past the fear and make a dot...a mark. I push this dot as I see fit all around the paper. I trust my instincts as an Artist and create what wants to be created. When it feels done, I stop. The line comes from nothing and then becomes something I see and recognize. I see and experience the movement over and over. I can be thrilled and elated or extremely disappointed, but I press on knowing this is part of the process. I trust the process. Process in Art reveals ourselves in the raw. It creates a space of safety to grow and heal. So, I move on to the next step applying water, tissue paper, and watercolor. I allow it to flow and be fluid. I am reminded to go with the flow of life. Sometimes geometric shapes form and sometimes it becomes something more dimensional. The balance of light and dark must coincide to help us see the space...to see the dimensions...to see the planes. Once the painting is dry, I see the treasure or surprise. This part is like opening an unexpected gift from a beloved parent, friend, or lover. At this point in the process I get lost in the painting, it calls me, "COME HERE LOOK...What do you see?" I then add color pencil to create more contrast and bring out what I am discovering in it, yet I don't want to overpower the work. I want it to happen naturally, so I allow time to show me my next steps. I get lost again in the ebb and flow and it lulls me into a sense of peacefulness. I think about the beauty of the animal or subject and its place here on earth. I want to draw attention to this beauty to remind us to take care of and respect their space ...their place. After all, we ALL deserve our own space and place in this world.

I have enjoyed this Series on a Study in Line, Space and Planes. It is my hope that the viewer too will get lost and found in my Art. I hope they will come away with a tranquil feeling of wanting to be in that time and space and wanting to discover a little something of their own to take away with them.



Joy E Chandler

Artist, Illustrator, Art Teacher

Experience:

August 2021-

- Published Children's Illustrator • A Time to Be Kind

Learn more:

https://www.amazon.com/Time-Be-Kind-Nancy-Cartie/dp/B09CRW36BS/ref=sr_1_1?keywords=time+to+be+kind+by&qid=1641911804&sr=8-1

October 2019-

- Published Children's Illustrator • A Time to Fly: The Story of Annie the Butterfly

Learn more:

https://www.amazon.com/dp/1693907704/ref=cm_sw_em_r_mt_dp_XbTvFbCMNJEFS



16911 Driver Lane
Sugarland TX 77498



713-858-3959



joyechandler@hotmail.com

August 2021-Current

Traffic Light Box Wrap Artist of "Sing to Us" • City of Angelton, Texas

November 2020-Current

Traffic Light Box Wrap Artist of "Ibis" • City of Angelton, Texas

October 2019-Current



Traffic Light Box Wrap Phase 2 • Artist of “Love”, “Monarch Migration”, and “Springtime in Sugar Land” • City of Sugar Land, Texas

June 2018–Current

**Traffic Light Box Wrap Phase 1 • Artist of “Sweet Transformation”
• City of Sugar Land Texas June 2018–Current**

2017-current

**Art Teacher • Donald Leonetti Elementary
• Fort Bend ISD, Sugar Land TX**

2011-2016

**Art Teacher • Sugar Land Middle School
• Fort Bend ISD, Sugar Land TX**

References

Nancy Cartie:
713-724-1668
<https://anniethebutterfly.com/>

Lindsay Davis:
254-718-5821
lindsay@daviscohena.com

Robert Rivera
832-867-7733
rrivera@nb-USA.net

Education

Lamar University, Beaumont, TX

- BFA Graphic Design
- Art Certification
- ESL Certification
- Teaching Certification
- Teacher of the Year, SLMS 2014-2015

Philosophy

- *As an Artist, I look for ways to publicly display and share my personal works and visions with groups and communities.*
- *As an Illustrator, I enjoy illustrating and bringing to life positive messages that authors have written for children.*
- *As an Art Teacher, I share with students an appreciation for art and a different way of looking at our world.*



Joy E Chandler
16911 Driver Lane
Sugar Land, TX 77498
713-858-3959
joyechandler@hotmail.com

REFERENCES:

Nancy Cartie

Author, School Nurse

A Time to Fly: The Story of Annie the Butterfly

A Time to Be Kind

713-724-1668

<https://anniethebutterfly.com/>

Relationship: I illustrated her book

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

121 S. Velasco

Angleton, TX 77515

Relationship: worked with her in conjunction with the City of Angleton Traffic Box Wraps

Lindsay Davis

Coordinator of Traffic Light Box Wraps

Davis Cohen Art

254-718-5821

lindsay@daviscohenart.com

Relationship: worked with her in conjunction with the City of Sugar Land Traffic Box Art

Robert Rivera

Owner

Night Bright USA

832-867-7733

rrivera@nb-USA.net

Relationship: worked with him in conjunction with the City of Sugar Land Traffic Box Wraps

"Finding Beauty in the Moment"

HERE IS A TRIO OF
RED IBIS TAKING IT
ALL IN AND
ENJOYING LIFE IN
THEIR HABITAT.

BY JOY CHANDLER, 9/2020

TRAFFIC BOX

Idea #1



"Keeping Watch"

HERE A MALE
CARDINAL IS ON THE
ALERT KEEPING
WATCH OVER HIS
LIFELONG MATE.

BY JOY CHANDLER, 12/2021

TRAFFIC BOX

Idea #3



"Time Traveller"

HERE IS A
DRAGONFLY
CAPTURED IN A
MOMENT IN TIME. HE
HAS TRAVELLED
THROUGH TIME AND
SPACE TO REACH
THIS PARTICULAR
DESTINATION.

BY JOY CHANDLER, 6/2020

TRAFFIC BOX

Idea #2





NjoyArt with Joy Chandler

PROPOSAL FOR TRAFFIC BOX WRAPS #3 CITY OF ANGLETON

Continuing our journey





Proposal includes:

- Work examples
- Image list and portfolio
- Traffic box ideas

Finding joy in the journey...

EXPERIENCED
TRAFFIC BOX WRAP
ARTIST

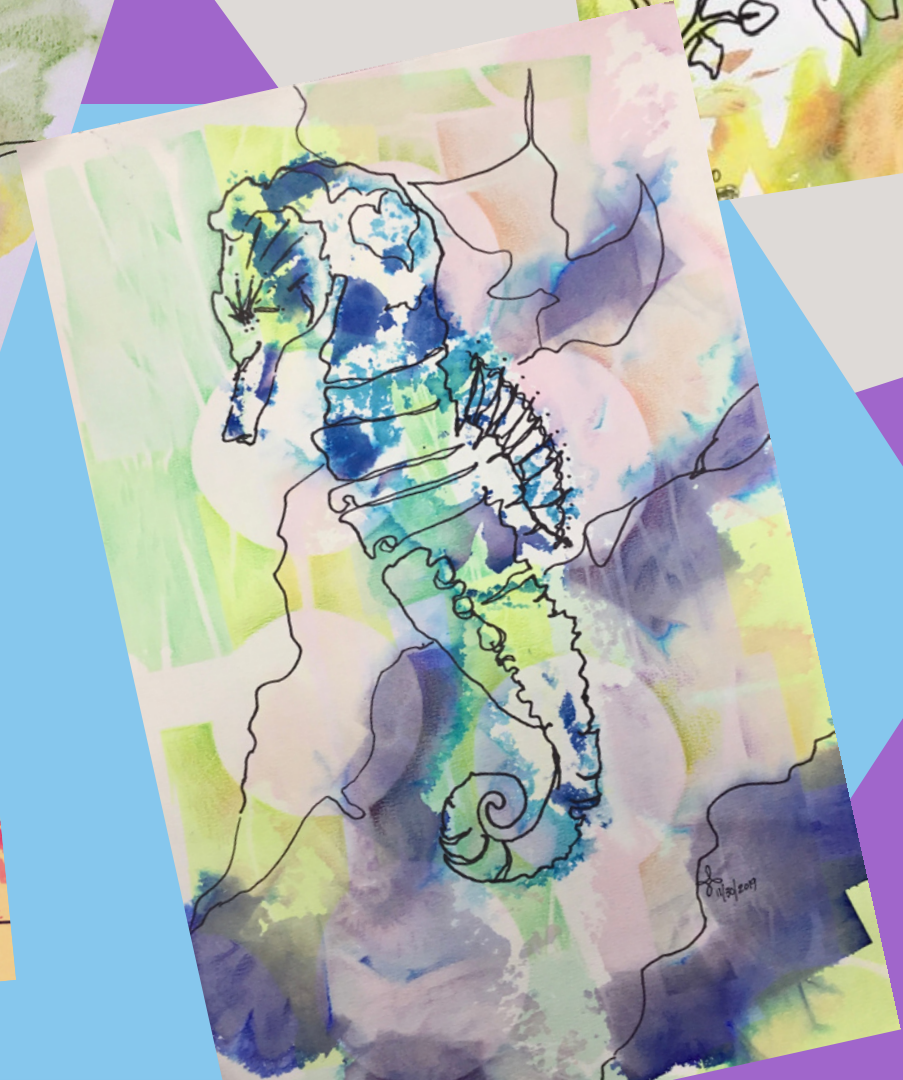
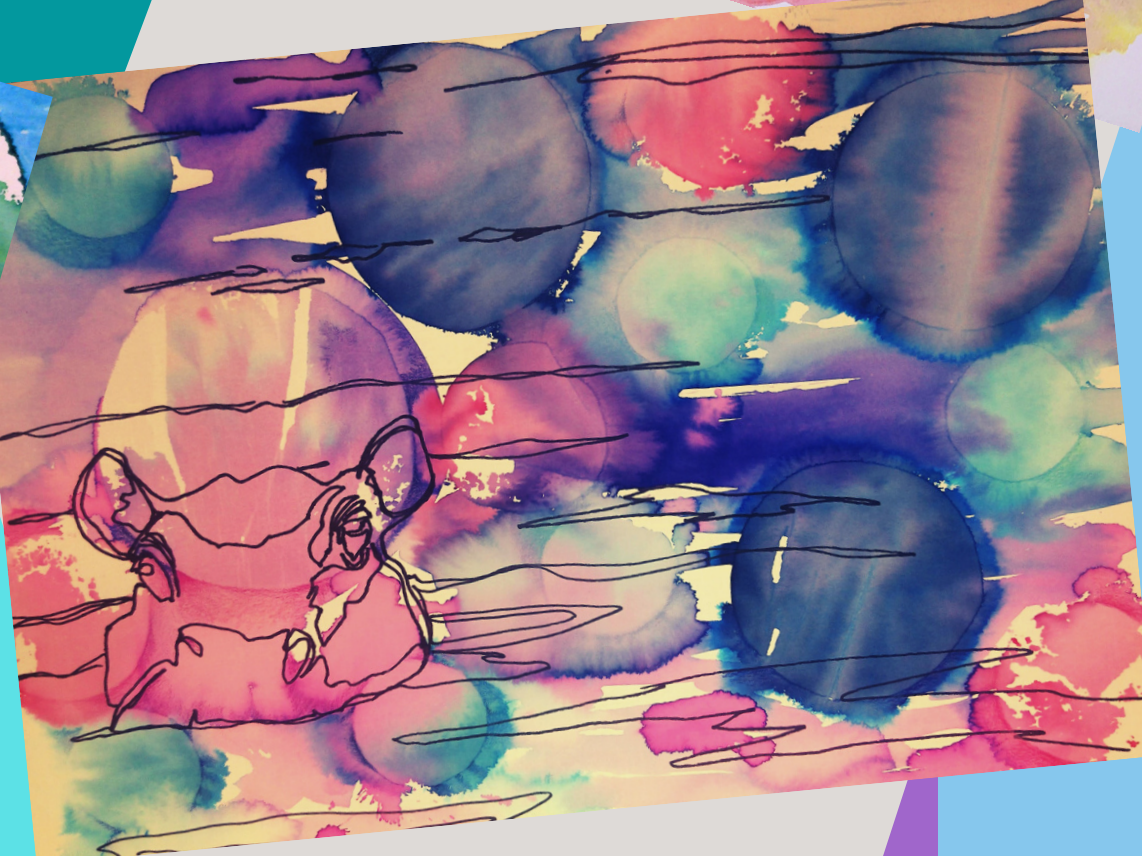
*in the City of
Angleton*

...and in the City of Sugar Land



A study in line...

WITH ATTENTION TO SPACE AND PLANES
A PORTFOLIO BY JOY CHANDLER



"Finding Beauty in the Moment"

HERE IS A TRIO OF
RED IBIS TAKING IT
ALL IN AND
ENJOYING LIFE IN
THEIR HABITAT.

BY JOY CHANDLER, 9/2020

TRAFFIC BOX

Idea #1



"Time Traveller"

HERE IS A
DRAGONFLY
CAPTURED IN A
MOMENT IN TIME. HE
HAS TRAVELLED
THROUGH TIME AND
SPACE TO REACH
THIS PARTICULAR
DESTINATION.

BY JOY CHANDLER, 6/2020

TRAFFIC BOX

Idea #2



"Keeping Watch"

HERE A MALE
CARDINAL IS ON THE
ALERT KEEPING
WATCH OVER HIS
LIFELONG MATE.

BY JOY CHANDLER, 12/2021

TRAFFIC BOX

Idea #3



EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)



REQUEST FOR PROPOSALS

CITY OF ANGLETON

**TRAFFIC CONTROLLER CABINET ART WRAP PROJECT
NO. P-20220118**



Invitation

The City of Angleton is seeking artists to aesthetically treat utility infrastructure throughout the community. Artists will be commissioned to transform traffic signal controller cabinets in Angleton from functional infrastructure into colorful and inspired works of art.

The City of Angleton will accept responses to the RFP until 2:00 p. m. on Tuesday, January 18, 2022, at the following address:

Attention: Office of the City Secretary
City of Angleton – City Hall
121 South Velasco Street Angleton, TX 77515

If you have any questions regarding the Request for Proposals contact:

Kyle Livesay
Assistant Director of Parks and Recreation
979-849-4364 ext.5104
klivesay@angleton.tx.us

Background

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to three artists and artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. Signal box locations include areas along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

Eligibility

The specific goals of the project include the following:

- Artists, students, schools, and community organizations are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input but will need to divide the \$250 stipend amongst themselves as they desire.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are ineligible to apply.

Artwork Location

Traffic cabinets to be wrapped are located along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will assign specific traffic cabinet locations to selected artist designs.

Traffic Box locations include:

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St

Duration

Wraps will be removed after 5 -7 years depending on condition. They may be removed at any time at the discretion of the City of Angleton.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff. Artists should submit via [www. publicartist.org](http://www.publicartist.org) the following items:

1. **Resume and/or Biography/Artist Statement:** A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.
2. **Letter of Intent:** Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.
3. **Work Examples/Digital Images.** Digital images of 3-5 previously completed artworks that were commissioned or acquired as public art. If you have no previous works commissioned/acquired, please include relevant work samples.
4. **Image list:** Include artist, title, year completed, dimensions, material, and budget or price (as applicable) for each image selected in your portfolio.
5. **Design for traffic box wrap will be put into a template:** Designs must fit on a large template that is sized for a 54-inch traffic box. This requires the submission to be large, or about 1200dpi, if printed or scanned. Angleton requests art be submitted in Ai format, or PDF that can be opened in Adobe Illustrator. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided at the last page this document. Designs must conform to the shape of the attached template. Actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palettes in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.

Required Completion of Applicable Attachments:

- Attachment A – Traffic Controller Box Locations
- Attachment B – Traffic Controller Box Measurements
- Attachment D – References
- Attachment E – Conflict of Interest Questionnaire (Last two pages)

Evaluation and Selection Criteria

Criteria used to select artwork include but are not limited to appropriateness of art to the community, aesthetic quality, quality of previous work, commitment to carrying out the project, references, site suitability, and a complete application.

Percent Component

25	Appropriateness of the art to the community
25	Aesthetic quality
20	Quality of previous work
10	Commitment to carrying out the project
10	Recommendation letters
5	Site Suitability
5	Additional Factors: Application completed as specified.

Additional Information

Completed artwork will become a part of the City of Angleton's Public Art collection and will be owned by the City. Selected artists will sign an agreement with the City of Angleton.

Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	Dec 14, 2021
Proposal Submittal Deadline	Jan 18, 2022
KAB Review	Jan 31-Feb 4, 2022
KAB Recommendation	Feb 14, 2022
TXDOT Approval	Feb 21, 2022
City Council Approval	Feb 22, 2022
Artist Notified	Mar 8, 2022
Wrap Installation	March – May 2022

Attachment A – Traffic Controller Box Locations

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St

