Attachment A

Hollywood/Highland Station
Artist Statement of Work (SOW) - Artwork Design Services

August 2, 2019

Background

Metro’s award-winning art program commissions artists to create artworks that transform the transit customer experience and add to the artistic vibrancy of the communities it serves.

Metro is unique among the nation’s transportation agencies, serving as transportation planner and coordinator, designer, builder and operator for one of the country’s largest, most populous counties. More than 9.6 million people – nearly one-third of California’s residents – live, work, and play within our 1,433-square-mile service area.

The station concourse and platform ceiling was designed by the original artist, Sheila Klein, and architecture team, Dworsky Associates (now CannonDworsky), into a series of theatrical lights and telescoping, organic, sculptural forms. One has the sense of being in the depths of a giant creature.

The area’s surrounding architectural legacy includes the former Grauman’s (now TLC) Chinese Theater, the El Capitan Theater, the Egyptian Theater, and the Hollywood Bowl: all influential landmarks for the original design team. Likewise, traditional early Hollywood musical extravaganzas influenced the creative collaboration on this station, resulting in a heightened sensory and theatrical experience for those passing through. The station represents a dramatic complement to Hollywood’s cultural past as well as a prominent salute to its future.

https://www.metro.net/about/art/artworks/underground-girl/

General

The Artist (Contractor) shall design site specific and original permanent artwork of high artistic merit and community relevance for the Hollywood/Highland Metro Rail Station. This station, which opened in 2000, is located along the Red Line and offers multiple connections to Metro Bus Lines.

This contract covers all Contractor artwork design services including, but not limited to: research, concept development, final design, technical layout drawings, creation of high-resolution files for artwork fabrication, fabrication and installation oversight, travel expenses, overhead, community engagement, participation in project documentation and any miscellaneous expenses incurred by the Contractor in conjunction with the design. These services shall not exceed $95,000.

The Contractor is primarily tasked with creating artwork for integration into three adjacent walls of the mezzanine level of the Hollywood/Highland station. This is the level immediately below the street level station entrance, but above the station platforms. The future artwork will replace the existing ceramic tile and be executed in glass mosaic. The primary wall, measuring approximately 70 feet long and 12 feet high, directly faces the mezzanine level escalators and stairs. Perpendicular to each side of the
primary wall are two additional wall sections, each measuring 25 feet long and 12 feet high. The total area is approximately 1,300 square feet. Final dimensions may be subject to change and are to be verified.

The final artwork shall be based on the preliminary design reviewed by the project’s artist selection panel. The artwork will be exported into digital files for translation into glass mosaic. Metro will manage and cover the cost of fabricating and installing the artworks under separate agreements with third-party contractors. The artist shall work in collaboration with the fabricator, contractor and installer to develop a final design that includes a technical layout including measurements, gridlines and creation of unique serial numbers for each glass mosaic segment forming the composition for ease of interpretation by the installer. The design shall avoid placement of critical artwork features close proximity to ceilings, floors, escalators and other architectural furnishing and mechanical fixtures as those elements may be modified over the course of time and negatively impact the artwork’s integrity.

During the fabrication, the Contactor shall oversee the design translation to the glass tile mosaic to ensure that the original artistic intent is met in the final fabricated image. Contractor communications with the fabricator are to be coordinated with and approved by Metro.

During the artwork installation, the Contractor shall oversee the artwork staging and installation to ensure that the original artistic merit is met in the final installed image. Contractor communications with the installer are to be coordinated and approved by Metro.

Metro will have final approval of all design deliverables.

Community Engagement

The purpose of community engagement is to inform the Contractor’s design process while building public awareness and connection to the artwork creation.

The Contractor will be required to attend and/or present at up to six (6) community stakeholder meetings, arranged by Metro, over the course of the project period. At these meetings, the Contractor will present artwork designs at key design development milestones and invite comment that may inform the final design.

The Contractor will also implement an artist-led community engagement activity as approved by Metro during the Project Start Up. Examples of community engagement include workshops, portraiture of community members as artwork subject, artist talks, pop-up events and hands on collaboration with stakeholders. All artist led community engagement shall be coordinated with Metro. Metro may document the community engagement activity and survey participants.

Metro may make community presentations regarding the artwork on behalf of the artist.

Milestone 1 – Project Start Up (10%)

Deliverables

a) Kick-off meeting: Contractor shall meet with Metro to review all services, deliverables, materials, schedule and payments outlined in this SOW. Metro staff will provide final dimensions and technical specifications for artwork integration and fabrication; and specific direction relative to the preliminary design reviewed by the artist selection panel.
b) Artist-led community engagement plan: Contractor shall develop and finalize a community engagement plan to inform the artworks. The approach to community engagement may vary based on the Artist’s skills, artwork concept, as well as the community and project goals. Formats may include, but are not limited to:
   i. Activities/workshops utilizing creative methods to glean impressions of local culture and community dynamics as it may inform design development.
   ii. Activities that demonstrate the art-making process.
   iii. Performance that builds upon the artwork’s inspiration and creates a space for social and cultural exchange.
   iv. Artist talk, workshop or site visit with a special interest group in the community and/or with emerging artists as a technical assistance opportunity.

The community engagement plan will be a maximum of two (2) pages and shall include the schedule, budget breakdown as well as describe the activity, duration, purpose, audience.

c) Media: Schedule participation in Metro’s Artist Oral History Project, photography and videography of artist and process for archival and promotional purposes, as to occur at key milestones during this scope of work.

d) Research: Conduct any field research and data collection required to advance the design.

e) Community presentation/s: Artwork concepts will be presented to community stakeholders for feedback.

f) Comment resolution: Artist will address and resolve comments in cooperation with Metro in order to proceed to Milestone 2.

Milestone 2 – Artwork Design Development (30%)

Deliverables

a) Develop artwork concept to proportionate dimensional scale for Metro review and comment.

b) Electronic files: Contractor shall provide Metro with high quality electronic files (300 dpi TIFF file at full scale of the final photo-based artwork dimension or greater, as directed by Metro), on a “memory stick,” CDs or DVDs.

c) Artwork details: Contractor shall provide 1/8” scale printout of the entire artwork; and full scale 16” x 16” close ups of approximately ten (10) areas (depending on the final design).

d) Community presentation/s: artwork concepts will be presented to community stakeholders for feedback.

e) Comment resolution: Contractor will address and resolve comments in cooperation with the community stakeholders, if required, and Metro to reach 100% final design.

f) Community engagement: Contractor shall continue all community engagement activities in accordance with the plan submitted under Milestone 1.
g) Media: Participation in Metro’s Artist Oral History Project, photography and videography as agreed upon in Milestone 1.

h) The Contractor shall not proceed with Milestone 3 scope until comments have been fully resolved to Metro’s satisfaction.

Milestone 3 – Artwork Final Design (30%)

Deliverables

a) Final completion artwork design (100%): Contractor shall complete the final design and will prepare the artwork layout for fabrication to proportionate dimensional scale for Metro review and comment.

b) Community presentation/s: artwork concepts will be presented to community stakeholders for feedback.

c) Comment resolution: Artist will address and resolve comments in cooperation with the art advisory, if required.

d) Electronic files: Contractor shall provide Metro with high quality electronic files of the complete artwork assembly, including layout in an alpha numeric grid, as completed after Metro comment resolution (300 dpi TIFF file at full scale of the final artwork dimension or greater, as directed by Metro), on a “memory stick,” CDs or DVDs.

i) Artwork details: Contractor shall provide one (1) 1/8” scale printout of the entire artwork; and ten (10) identical full scale 16” x 16” close up print outs of one (1) area (depending on the final design) to be provided to fabricators for reference during bidding and production.

j) Final Artwork Narrative: One-page written description of the final artwork concept, including references to sources of inspiration and relevance to the community and site.

e) Products of design: Contractor shall provide Metro with two (2) archival quality renderings or other original artwork development products of design for adoption into the Metro Portable Art Collection. The final size and material of the products of design shall be made in conjunction with Metro’s Art Asset management.

f) Copyright registration: Artist shall provide record of registered artwork copyright with United States Copyright Office to Metro.

g) Community engagement: Contractor shall continue all community engagement activities in accordance with the plan submitted under Milestone 1.

h) Media: Participation in Metro’s Artist Oral History Project, photography and videography as agreed upon in Milestone 1.

i) The Contractor shall not proceed with Milestone 4 scope until comments have been fully resolved to Metro’s satisfaction.
Milestone 4 – Fabrication Oversight (10%)

Deliverables

a) Bidding: Contractor will be required to participate in vendor selection by reviewing the quality of the sample/s provided. Selection will comply with Metro’s standard purchasing procedures. Contractor will be required to visit Metro’s offices up to two (2) times during artwork bidding stage to ensure that the aesthetic intent of artworks are accurately translated to the glass mosaic.

b) Testing and Design Adjustments: Contractor may be required to make minor adjustments to maximize the artwork impact and to accommodate limitations in the fabrication method selected.

c) Fabrication oversight: Contractor will be required to visit the art fabricator’s studio up to three (3) times during artwork fabrication stage to ensure that the aesthetic intent of artworks are accurately translated to the glass mosaic.

d) Communication: Artist shall notify and copy Metro on any communications with the selected fabricator.

e) Community engagement: Contractor shall continue all community engagement activities in accordance with the plan submitted under Milestone 1.

f) Media: Participation in Metro’s Artist Oral History Project, photography and videography as agreed upon in Milestone 1.

g) The Contractor shall not proceed with Milestone 5 scope until comments have been fully resolved to Metro’s satisfaction.

Milestone 5 – Installation Oversight (10%)

Deliverables

a) Communication: Artist shall notify and copy Metro on any communications with the selected fabricator.

b) Pre-Installation oversight: Artist may be required to visit installation staging area or station to review mockups and final layout. Contractor will be required to visit the staging area installation at least three (3) times to fulfill the oversight obligation.

h) Community engagement: Contractor shall continue all community engagement activities in accordance with the plan submitted under Milestone 1.

i) Media: Participation in Metro’s Artist Oral History Project, photography and videography as agreed upon in Milestone 1.
c) Installation oversight: Artist will be required to visit installation site to review final artwork display and help identify punch list items. Contractor will be required to visit the installation site at least three (3) times to fulfill the oversight obligation.

Milestone 6 – Project Completion and Closeout (10%)

Deliverables

a) Community engagement: Contractor shall conclude all community engagement activities and will provide a complete record of the engagement in accordance with the plan submitted under Milestone 1.

b) Dedication event: Contractor will be required participate in a public event at project completion.

c) Media: Conclude participation in Metro’s Artist Oral History Project, photography and videography.

Schedule

It is anticipated that Milestones 1, 2 and 3 will be completed by August 1, 2021 and Milestones 4, 5 & 6 will be completed as determined by Metro as the master construction schedule is developed by the project’s contractor. All milestone dates may be subject to change.

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<th>Milestone</th>
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<th>Completion Date</th>
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<td>Milestone 2</td>
<td>Artwork Design Development</td>
<td>6/21/2020</td>
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<td>Artwork Final Design</td>
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<td>Project Completion and Closeout</td>
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Payment Schedule

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Conditions

1. All original Artworks designed and fabricated by the Contractor as part of this agreement are intended to be installed at the station by a contractor commissioned by Metro.
2. The Contractor warrants that the artwork design is unique and solely the result of their artistic effort and does not impinge upon any copyright or the rights of any third party.
3. The Contractor shall not execute, or authorize Artwork of the same or similar design to be executed, without written consent of Metro.
4. The Contractor shall participate in Metro-produced project documentation regarding the Artwork creation including photography, videography, oral interviews and press interviews, as required to promote public awareness and supplement the project archive.
5. The Contractor agrees that all references and reproductions of the Artwork in any form shall include the following credit: “Commissioned by LACMTA (Metro).”
6. Metro shall endeavor to credit the Contractor when reproducing Artwork in whole or in part, in all media.
7. Metro shall strive to maintain the Artwork in good repair and condition during its anticipated twenty-five (25) year lifespan. Metro may defer maintenance at its discretion due to lack of funds or other operational imperatives or extend the artwork’s lifespan at its sole discretion.
8. Metro, at its sole discretion, may determine that for safety, security purposes and in order to eliminate nuisance and risk, comply with ADA, or to otherwise aid Metro in the management of its property, architectural remodeling, and the safe operation of its transit system, the Artwork be permanently or temporarily removed or relocated.
9. In the event of removal from Metro property, Metro may offer the Artwork to the Contractor free of charge, but the Contractor shall cover all costs associated with delivery of the removed Artwork to a contractor designed site.
10. Metro, at its sole discretion, shall make reasonable efforts to notify the Contractor in a reasonable time prior to any removal or relocation of the Artwork.
11. Metro, at its sole discretion, may make a good faith effort to engage the Contractor in the restoration of the Artwork and to compensate Contractor, but is under no obligation to do so. If specialized conservation services or fabrication are required, Metro may contract a qualified party to perform the work.
12. The Contractor retains Artwork copyright under the Copyright Act of 1976, 17 U.S.C. §101 et. seq., and shall provide a copy of the registered Artwork copyright to Metro.
13. Contractor grants to Metro, an unlimited, non-exclusive and irrevocable license for use and display, reproduction, and distribution of the Artwork for non-commercial purposes in all media.
14. In connection with commercial uses of the Artwork for film, video or photographic advertisements, Metro shall use best efforts to provide the commercial company with Contractor contact information to arrange credit and suitable fees.
15. Metro is not responsible for film/video/advertising company infringement upon Contractor copyright or any other third-party infringement of the Artwork or for protecting the intellectual property rights of the Contractor.
17. If prejudicial alteration or damage to the Artwork occurs, the Contractor shall have the right to disclaim authorship of the Artwork. Upon written request from the Contractor, Metro shall remove the identification plaque and attribute references in subsequent media reproductions.
18. The Contractor shall not share images of the work performed under this contract via firm website, social media, or mass media and will not publicly display images of the work performed under this contract at any point before Final Acceptance has been provided, without prior written permission from Metro.

End of Statement of Work