

Council Business Meeting

April 20, 2021

Agenda Item	Approval of "Marking Ashland Places" Public Art Installation in Railroad Park	
From	Aaron Anderson	Associate Planner, Community Development
Contact	aaron.anderson@ashland.or.us; (541) 552-2052	

SUMMARY

The Public Arts Commission (PAC) and Historic Commission have been working jointly on the “Marking Ashland Places” project, or MAP which was approved by council in May 2013. PAC is coming before the City Council for their approval of the final selected design for the “Hub Sculpture,” which is Phase 2 of the MAP project. Pursuant to AMC 2.29.100, a Request for Qualifications (RFQ) to call for entries was issued. Three finalists were then selected and were granted a stipend to complete their design proposals. Once submitted, PAC sent the design proposals to a selection committee that was formed for the purpose of selecting a final design. PAC is now formally forwarding that recommendation to the City Council for final approval.

POLICIES, PLANS & GOALS SUPPORTED

- Public Arts Master Plan
- Comprehensive Plan – Historic Overview: Policy (1.31) #1 The City recognizes that the preservation of historic sites and buildings provides both tangible evidence of our heritage and economic advantages
- Comprehensive Plan – Transportation Element: Policy (10.15.06) #3 Encourage public art along multi-modal travel corridors.

PREVIOUS COUNCIL ACTION

On May 21, 2013, the Council addressed an agenda item titled “Council direction for the Historic Commission and the Community Development Department to create a Historic Marker Program”. The project was approved as a pilot project for the Railroad District.

BACKGROUND AND ADDITIONAL INFORMATION

In January 2013, the Historic Commission and PAC created a sub-committee to work on developing a concept for a historic marker project. In May 2013, the concept was presented to the City Council with three different proposals of different scope, presented as different ‘tiers’, ranging from \$144,500 (tier 1) which would have had installations in each of the four historic districts to \$53,500 (tier 3) which was presented as a smaller project focused only on the Downtown District.

As captured in the Council minutes: “The sub-committee developed a hub and spokes plan for the four historic districts in Ashland; Each hub would had a contemporary site specific sculpture based on a historic theme that would lead to spoke sites identified as key places within each district. Spoke sites could be marked by plaques in the ground, bike racks, or some other form of marker appropriate to the site.”

During the Council deliberations it was moved that the smallest proposal be approved but Council directed that the location should be the Railroad District instead of Downtown. A motion was made to “endorse the Historic Markers Master Plan and request that staff and the Historic Commission work toward tier 3 of the plan for the Railroad District”. The motion passed unanimously. Following the 2013 approval, the project was dormant until a joint meeting of three members of PAC and three members of the Historic Commission met in October 2018. In the following months, the subcommittee named the project “Marking Ashland Places” or MAP.

The MAP project is best described as a historic marker and wayfinding project to provide a connection to the history of Ashland on today's landscape. This project will create a sense of place and pride by establishing distinctive landmarks within the City's four Nationally Registered Historic Districts and will serve to promote historic and heritage tourism to the City. The vision for this project is to create a Hub Site in each of the four Historic Districts: Railroad District, Downtown, Siskiyou-Hargadine, and Skidmore-Academy. At each Hub Site, the project calls for the placement of historic-themed, site-specific, contemporary artwork. An informational plaque describing why the Hub Site was important to the development of each historic district will also be installed at these Hub locations.

Phase one ultimately settled on marking the spoke sites with five bronze medallions (24" in diameter) to be set into the sidewalks, commemorating historic sites. Fabrication should begin later this year with installation expected in spring 2022.

In February and again in March 2019, PAC and the Historic Commission presented to the Ashland Parks and Recreation Commission (APRC) regarding the MAP project. Ultimately it was moved "to approve the conceptual plan of locating the hub sculpture and plaque in the Railroad District at this proposed site of the park".

In December 2020, the RFQ (attached) was released, posted on the City web page, and emailed to an internal list of artists and art organizations. The RFQ was to design, fabricate, deliver, and install a permanent site-specific artwork for an outdoor installation. The RFQ specified certain physical constraints and requested that the artwork "be visually stimulating, perhaps whimsical and colorful, and responsive to the site in terms of scale, material, and form; reflect the historic significance of the Ashland Railroad District".

By the deadline seven submissions were received. Based on the RFQ criteria, PAC chose the three best submissions. After references provided by the finalists were contacted and met PAC's approval the three finalists were notified and entered into personal services contracts with the City for the advertised sum of \$1,500 for each artist. The final submissions were due by March 5.

On March 8 at a special PAC meeting all submissions were reviewed, certified complete, met all criteria, and confirmed that all of the submissions would be appropriate if the selection panel chose them. A Selection Panel was then formed following AMC 2.29.100.B. The selection panel consisted of (listed alphabetically) Bruce Bayard (local citizen), Jody Cordova (local citizen), Carlos Delgado (architect), Mike Gardiner (APRC), Michael Morrison (Public Works Superintendent), Ann Seltzer (former staff liaison PAC), and Destiny Young (local citizen). On March 10, the Selection Panel met via Zoom and deliberated over the three design proposals. And ultimately selected the proposal by Jennifer Corio & Dave Frei of Cobalt Designworks titled: "Golden Opportunity". The Memo from the Selection Panel is attachment 1 and explains the motions that were made. One of the motions was to recommend the Public Art Commission "collaborate with the artist" to address certain concerns, this will be discussed in more detail below, but first it is important to discuss the details of the proposed design.

Physically the sculpture is described as "a large golden spike penetrates an 11-foot diameter circle made from industrial channel iron. The topside of the circle becomes a winding train track, signifying the topsy-turvy journey over the Siskiyou Mountains that stands between Oregon and California".

The artists introducing the sculpture wrote:

"Golden Opportunity merges a trio of powerful symbols to tell the story of how the railroad spurred a huge transformation in Ashland when Southern Pacific chose the



town as a main stop between their Portland-San Francisco line as well as a full-service maintenance yard. The symbols come together in a fun way that creates a clean, contemporary artwork that boldly welcomes people to Railroad Park while framing the beautiful mountainous landscape behind it. The artwork becomes a canvas for storytelling vignettes that give the viewer insight into the important history that surrounds them at that very location. The stories glow at night, adding another eye-catching layer to the sculpture.”

The artists narrative goes into depth explaining each of the elements of the proposed design, but in relevant part that needs further discussion is with regard to the “Storytelling Vignettes”. The Artists state that “the spike becomes a canvas for short textual phrases that help paint a picture of Ashland during the days when the railroad was in full operation”. The design proposal included a few examples of phrasing but stated that they “[felt] this needs to be a collaborative process to decide what phrases would be most meaningful and relevant to the location and community”. There were three examples provided in attachment 2; one called ‘train time’, one called ‘winding rails’ and finally one that is described as ‘*An offering of gratitude and forgiveness to the Chinese...*’ shown below:



Example 3 (Backside): An offering of gratitude and forgiveness to the Chinese who worked under difficult conditions to build these tracks. (We would need to confirm the language and characters. This example shows Mandarin symbols for Thank You and I Am Sorry.)

With the forgoing having been said, the second motion that the selection panel made which was “to recommend the Public Art Commission collaborate with the artist to address the following concerns:

1. The panel asks the artist that there be a strong color contrast between the spike and the circle.
2. The font on the front of the spike bears too strong resemblance to the City of Ashland logo and the panel asks for a change perhaps all caps of the same size?
3. The panel prefers the backside of the spike include the Chinese characters. However, the panelists would like the artist to somehow include the English translation of the characters (“Thank You” and “I Am Sorry”). If space does not permit those additional words perhaps the artist could shorten the sentence about “in honor of...?””

PAC is planning to begin to discuss these concerns and will be hosting the artists to discuss these items further at their April 16 regular meeting. On April 14 all the materials in this packet will be reviewed by the APRC at their regular business meeting for approval of the design.

FISCAL IMPACTS

Each of the three finalists were paid \$1,500 to develop conceptual designs. The contracted price paid to the selected artist/group for the final design is \$25,000. The project total (before landscaping and lighting) equals \$29,500. All costs associated with artwork and final implementation are paid for from PAC’s Transient Occupancy Tax funding.

STAFF RECOMMENDATION

Staff recommends approval of this site-specific sculpture

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the selected design for the ‘Hub sculpture’ of Phase 2 of the Marking Ashland Places (MAP) project.

REFERENCES & ATTACHMENTS

Attachment 1: Memo from Selection Panel

Attachment 2: Design Submission

Attachment 3: RFQ including MAP project outline and contract

Memo

March 10, 2021

To: City of Ashland Public Art Commission
From: Railroad District Hub Artwork Selection Panel
CC: Selection Panelists

The Selection Panel is please to recommend to the Public Art Commission the concept *Golden Opportunity* by Jennifer Corio and David Frei for installation at Railroad Park.

Motion #1 by Mike Gardiner and second by Bruce Bayard.

Move to recommend to the Public Art Commission the concept *Golden Opportunity* for installation at Railroad Park.

The motion passed unanimously.

Motion #2 by Bruce Bayard and second by Mike Gardiner

Move to recommend the Public Art Commission collaborate with the artist to address the following concerns:

1) The panel asks the artist that there be a strong color contrast between the spike and the circle.

2) The font on the front of the spike bears too strong resemblance to the City of Ashland logo and the panel asks for a change perhaps all caps of the same size?

The logo for the City of Ashland, featuring the words "CITY OF" in a smaller, all-caps serif font above the word "ASHLAND" in a larger, all-caps serif font.

3) The panel prefers the backside of the spike include the Chinese characters. However, the panelists would like the artist to somehow include the English translation of the characters ("Thank You" and "I Am Sorry"). If space does not permit those additional words perhaps the artist could shorten the sentence about "in honor of...?"

The motion passed unanimously.

We look forward to the PAC sending our unanimous decision to the Ashland Parks and Recreation Commission and to the City Council for their final approval of the fabrication and installation of *Golden Opportunity*. We eagerly await the installation and dedication of the piece.

Thank you for the opportunity to participate.

ASHLAND'S RAILROAD PARK

Design Proposals

Cobalt Designworks

March 5, 2021

Dear Art Selection Panel,

We are honored to present two design proposals for your Railroad Park HUB project. We did not set out to create two proposals, but we ended up having two unique ideas for embellishing our overall concept for the sculptural frame. We feel both have a whimsical nature, one a bit more literal than the other.

If we were to present in person, we would include a video of each design rotating around so you get a full 360-degree view. Since we do not have video options in PDF format, we have included many angles of each design. This makes for a long document, but the majority of pages are pictures! Whoever is sharing this document on the screen can use the down arrow key to go directly from one image to another which sort of creates a video-like effect. To do this you have to have Adobe Acrobat Reader and the View needs to be set to "Fit One Full Page".

Please let us know if you have any clarifying questions. We would be thrilled to create one of these sculptures for Railroad Park.

With gratitude,

Jennifer Corio & Dave Frei

Cobalt Designworks

360 281-5619

email: jennifer@cobaltdesignworks.com

web: www.CobaltDesignworks.com

Concept 1: **GOLDEN OPPORTUNITY**



GOLDEN OPPORTUNITY merges a trio of powerful symbols to tell the story of how the railroad spurred a huge transformation in Ashland when Southern Pacific chose the town as a main stop between their Portland-San Francisco line as well as a full-service maintenance yard. The symbols come together in a fun way that creates a clean, contemporary artwork that boldly welcomes people to Railroad Park while framing the beautiful mountainous landscape behind it.

The artwork becomes a canvas for storytelling vignettes that give the viewer insight into the important history that surrounds them at that very location. The stories glow at night, adding another eye-catching layer to the sculpture.



GOLDEN OPPORTUNITY – Narrative

A large golden spike penetrates an 11-foot diameter circle made from industrial channel iron. The topside of the circle becomes a winding train track, signifying the topsy-turvy journey over the Siskiyou Mountains that stands between Oregon and California.

Circular Frame: We chose the Circle because it symbolizes many things related to your project's railroad-centric theme.

- It emulates the circular nature of both the train turntable and the maintenance Roundhouse that once stood nearby. These important structures allowed Southern Pacific to manage, maintain and repair trains at this pivotal location.
- It symbolizes the circumference of the USA, and Ashland's distinction of being the final connection point that completed rail service all the way around our nation.
- It is a nod to the 88 full circles that the curved tracks made as the train wended its way across the 171-mile-long trek over and through the Siskiyou Mountains.
- It complements the circular medallions at the Spoke Sites.
- The circle will be made from channel iron, a material that beckons the industrial nature of a trainyard. We plan to use Corten steel that will be left to rust.

Winding Tracks

- The sinuous tracks at the circle's peak mimic the curvaceous rails built through the Siskiyou's.
- The helix shape adds visual depth and texture to the artwork, changing as you walk around it.
- Stainless steel ties lend a sense of newness to the tracks, harkening back to the late 1800's when the railroad was newly built, reflecting a time of great change for Ashland. The combination of rusted Corten steel and shiny stainless steel creates a rich juxtaposition of color and texture.

Golden Spike

- A gigantic railroad spike becomes a focal point for the sculpture.
- It honors Ashland's distinction as the final connection for S&P's complete rail service around the nation.
- But this spike does more than call attention to this major national event; it also symbolizes the local significance of Ashland's growth and evolution as a town and community as the train service was established.
- Its gold color alludes to this golden period for Ashland and the Railroad District as population, commerce, and culture expanded.
- The spike can also be viewed as a pin on a map. Because Ashland was a rest stop for train passengers, more and more people came through, stopped to stretch their legs, eat lunch, buy snacks, and get a taste of Lithia water. People from other places got to know Ashland. The railroad put Ashland on the map, so to speak! The 'pin' lands in the middle of the circular frame, right in-between its larger, well-known neighbors of Portland and San Francisco.

Storytelling Vignettes:

- The spike becomes a canvas for short textual phrases that help paint a picture of Ashland during the days when the railroad was in full operation.
- Letters will be laser-cut. Acrylic panels will be installed behind the lettering, and the inside of the spike will contain lighting, so the stories glow at night.
- We have come up with some examples of phrasing, but we feel this needs to be a collaborative process to decide what stories would be most meaningful and relevant to the location and community.

We get into the discussion of the phrasing near the end of this proposal after first showing preliminary specifications and overall views of the sculpture.

GOLDEN OPPORTUNITY – Preliminary Specifications

Dimensions:

- Approximately 12' x 11.5' x 1.5' (HWD)

Materials & Finish:

- *Circular Frame:* 12" Corten channel steel, left to rust for a rich earthy look.
- *Track Ties:* 2" diameter stainless steel rods.
- *Spike:* 14-gauge 304 Stainless steel, powder coated a metallic golden color, TBD. If this design is chosen, we will send a few powder coat samples for the committee to choose from.

Lighting:

- The laser-cut letters will be backed by 45% opaque acrylic lens and then backlit with LED tube lighting that will turn on at dusk and glow throughout the night.

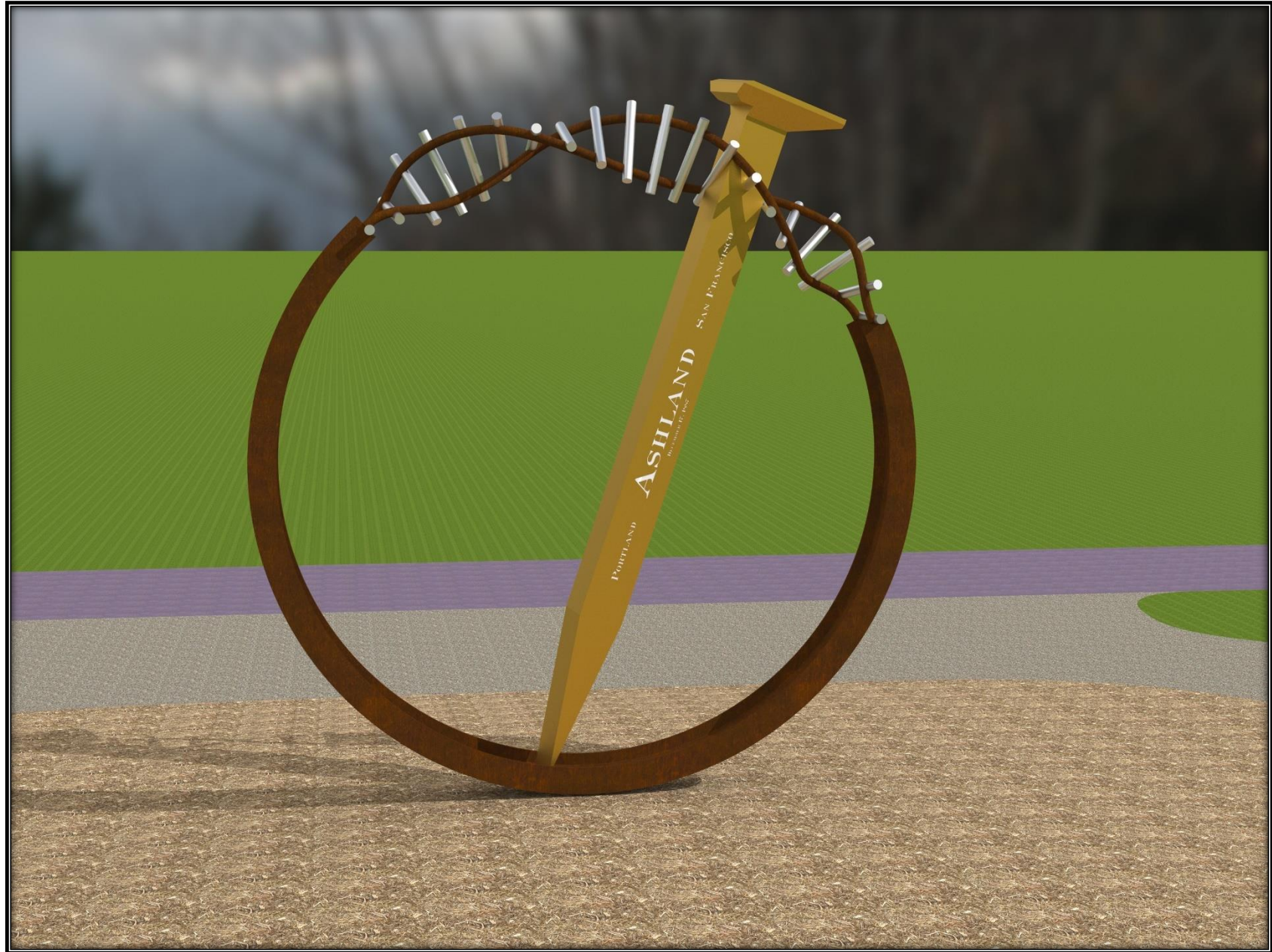
Maintenance Requirements:

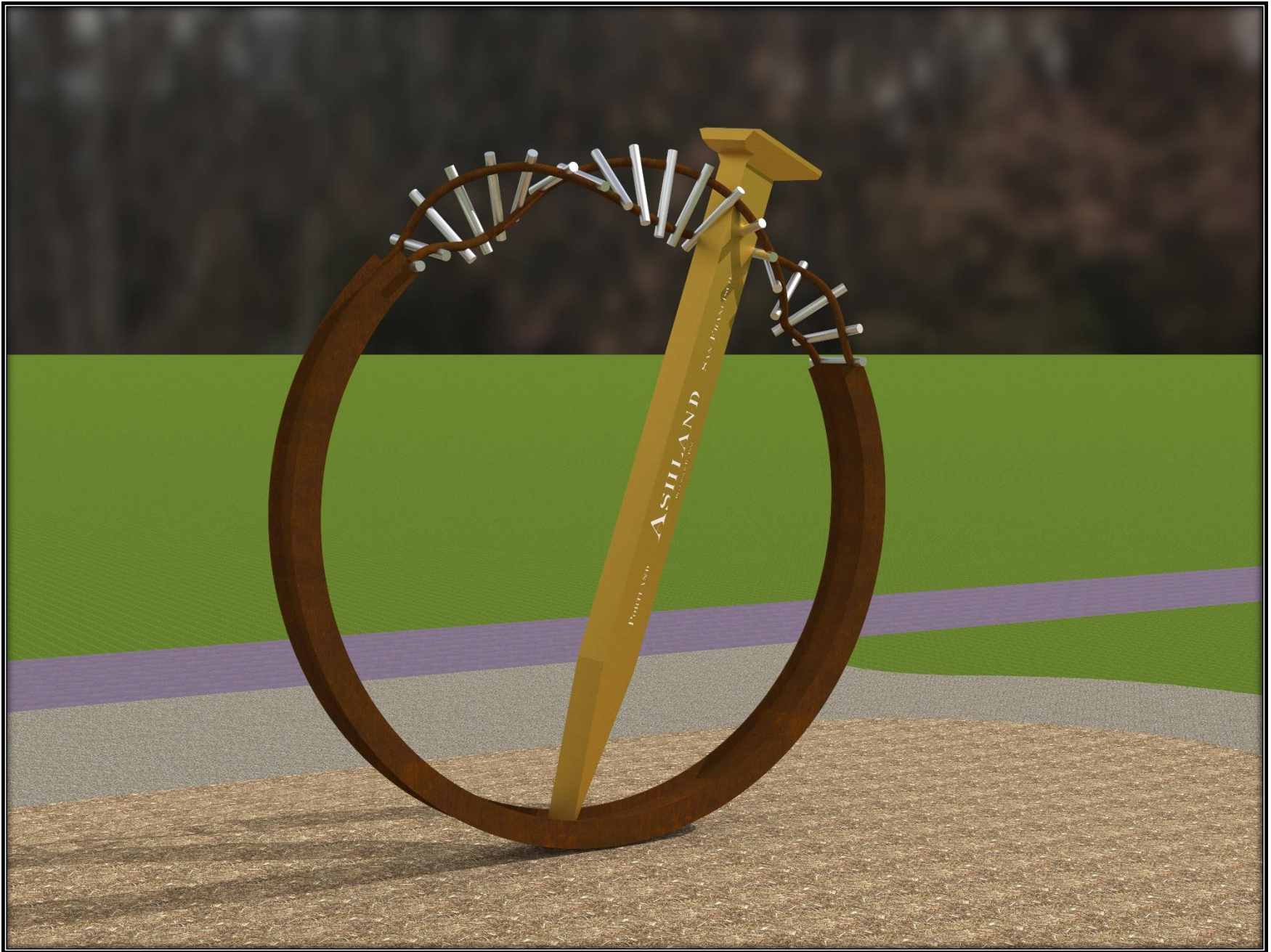
- **Powder Coated Surfaces**
 - Clean annually with warm water and a mild detergent free of solvents.
 - Rinse completely.
 - Dry with a soft cotton cloth or chamois to eliminate water spots.
 - Waxing the colored surfaces every few years with a high-quality automotive wax is optional but will extend the life of the color.
- **Weathering steel**
 - Control drainage to divert runoff away from the artwork.
 - Regularly remove all dirt, debris and other deposits from the artwork that could trap moisture against the surface.
 - Regularly remove all vegetation that can prevent the natural drying of the steel surfaces after they become wet.
- **Unfinished Stainless Steel**
 - Wash annually with mild detergent and water.



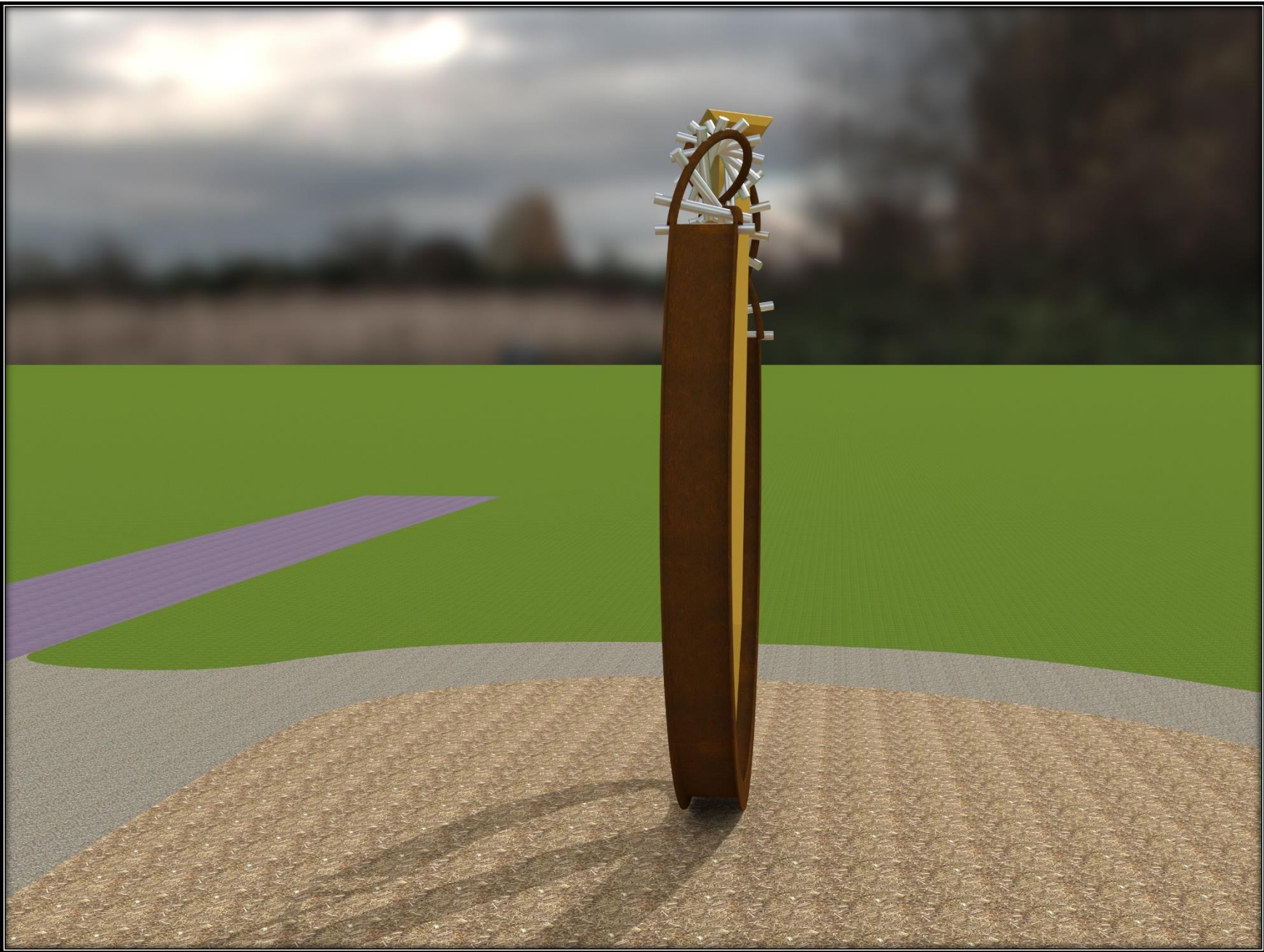
Front View, walking into Railroad Park

The following views are ordered as if you are walking clockwise around the artwork. (Use the down arrow key to go directly from one picture to the next)



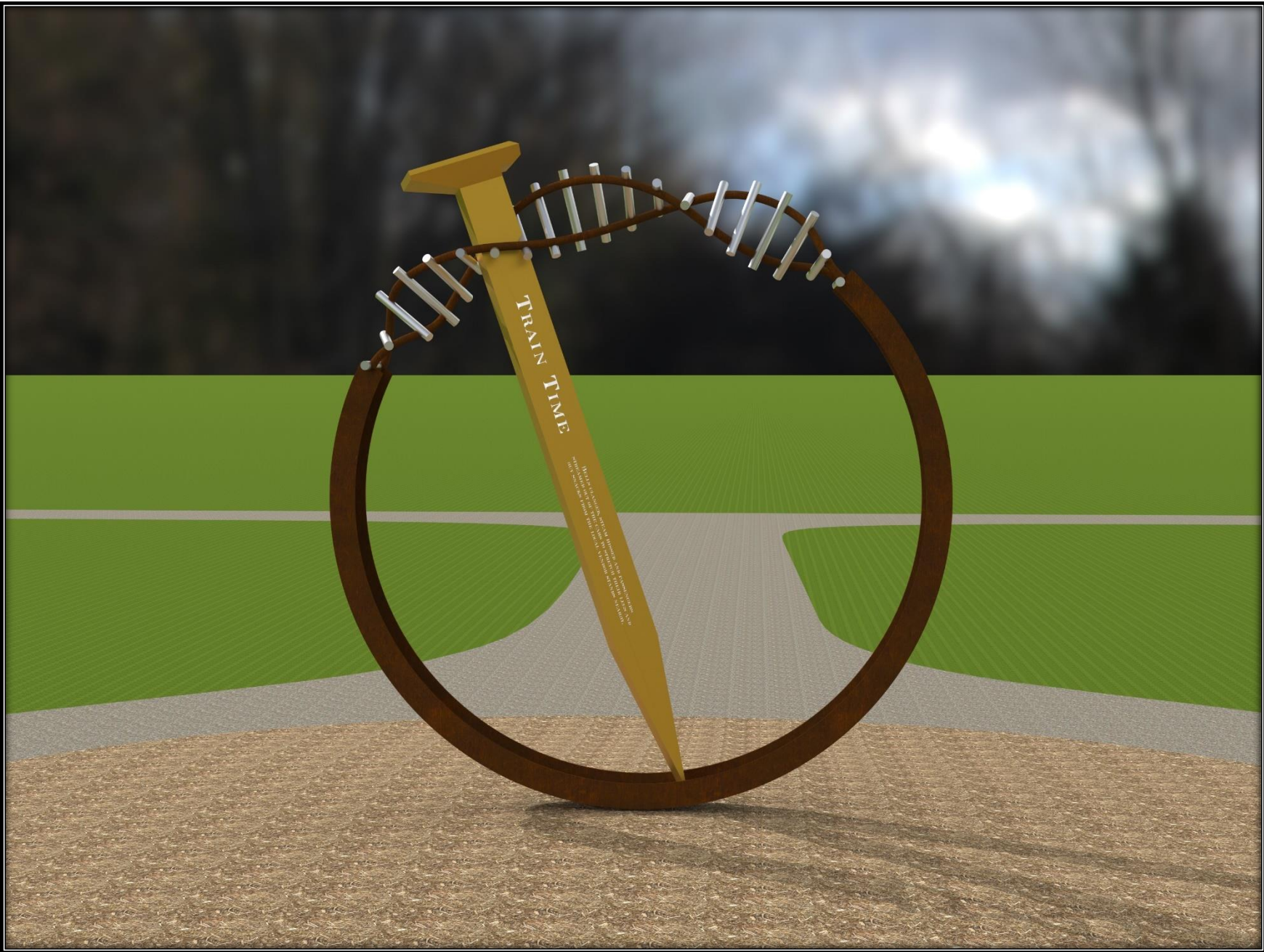


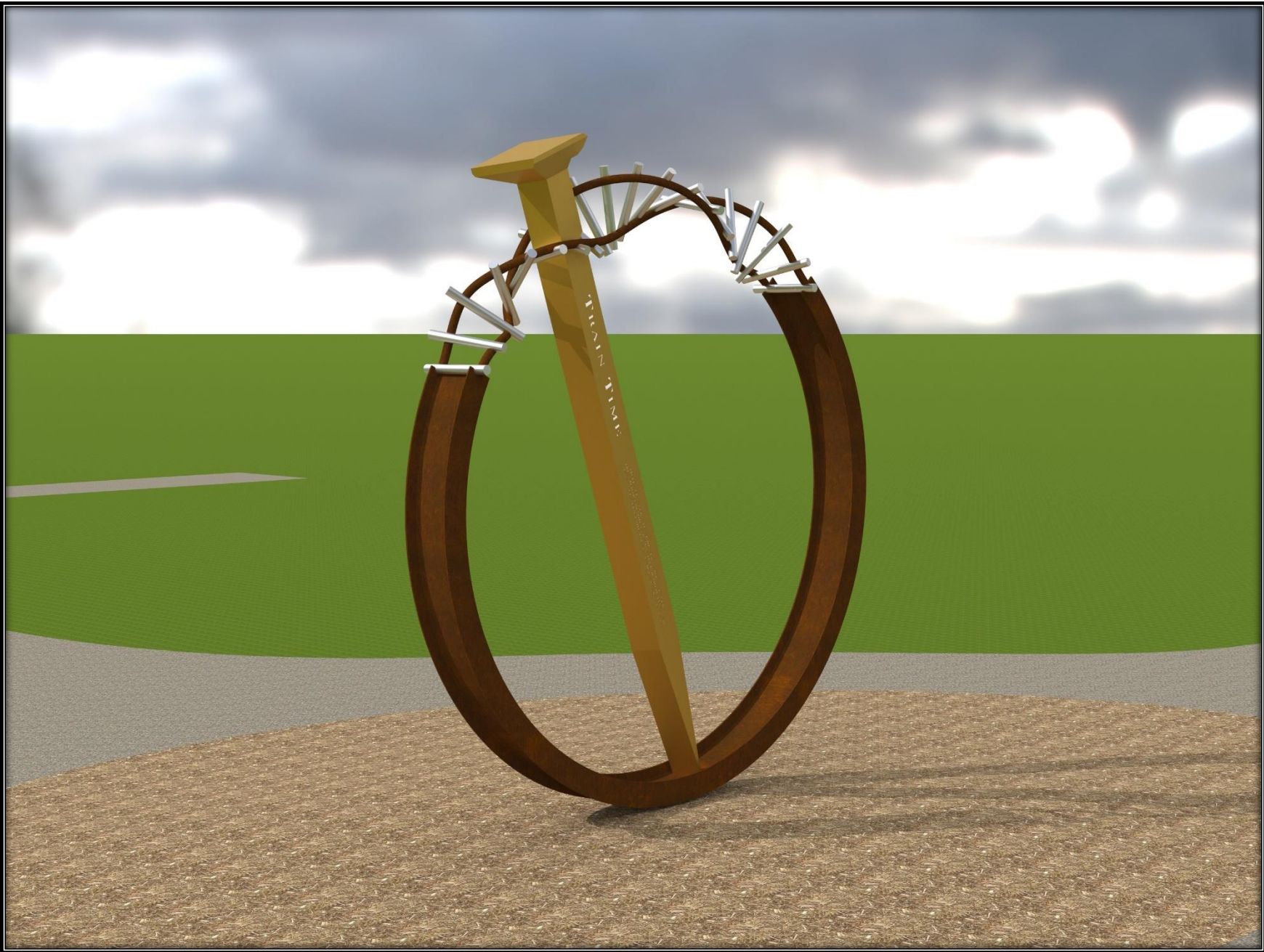


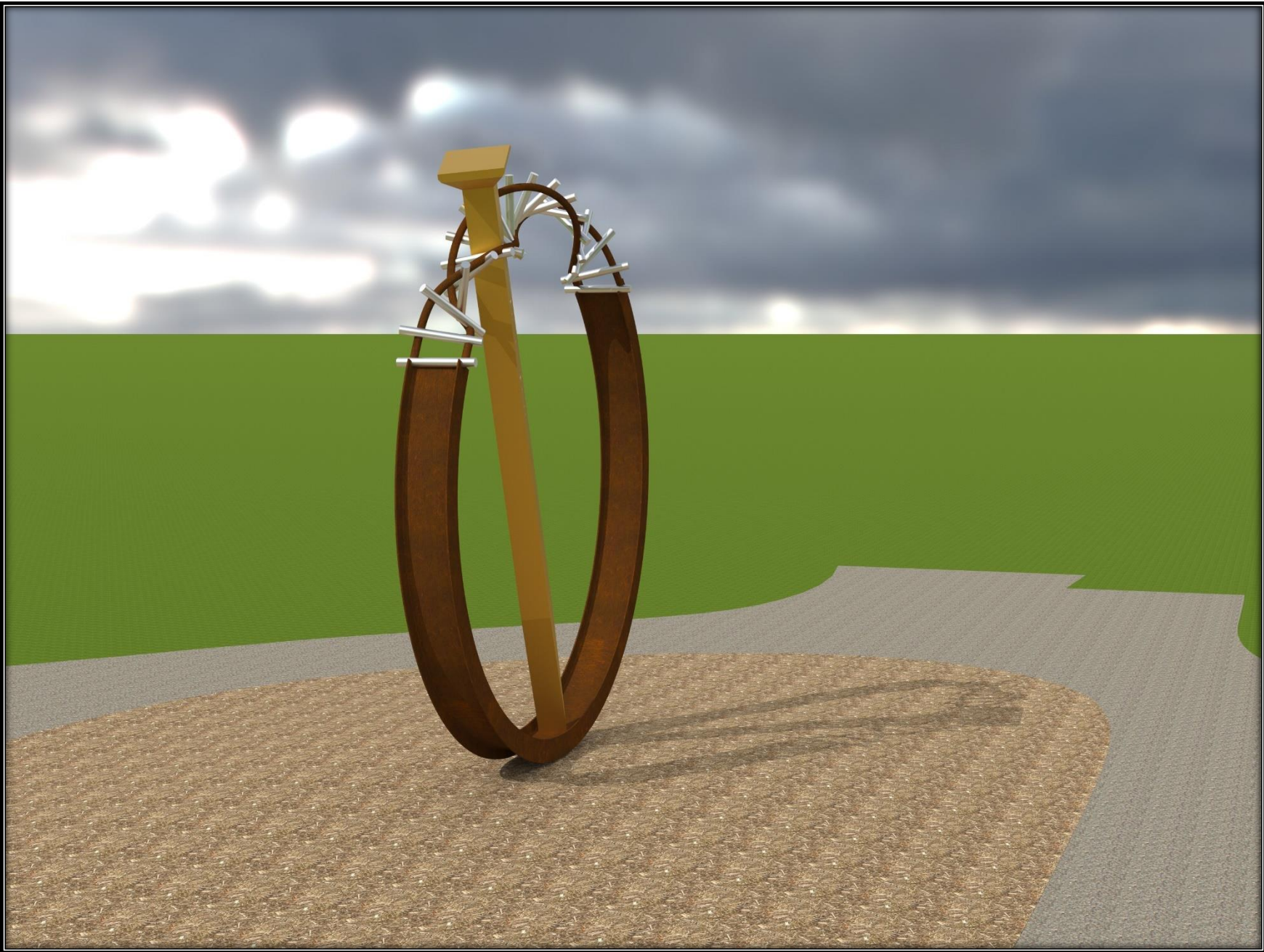


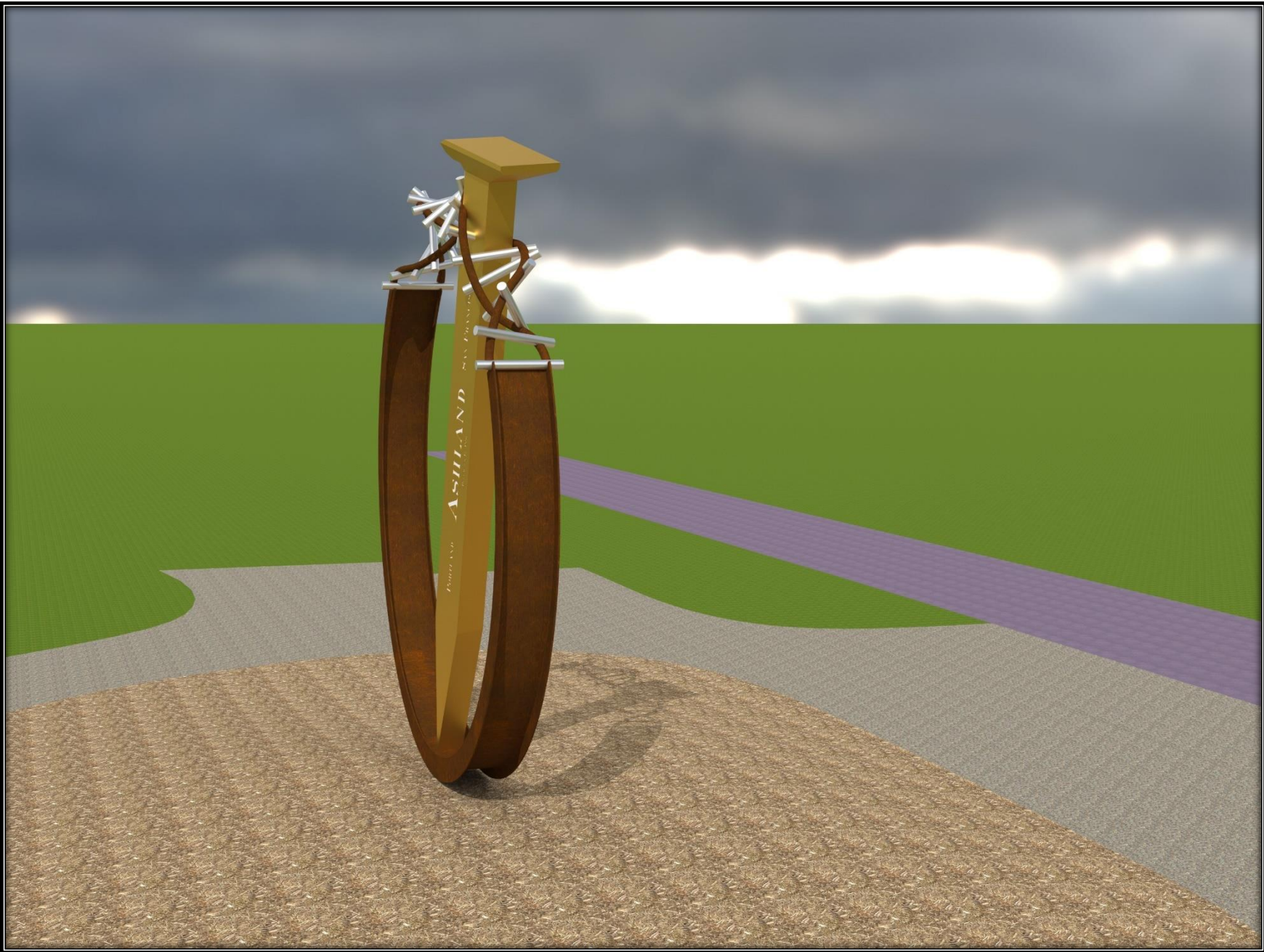


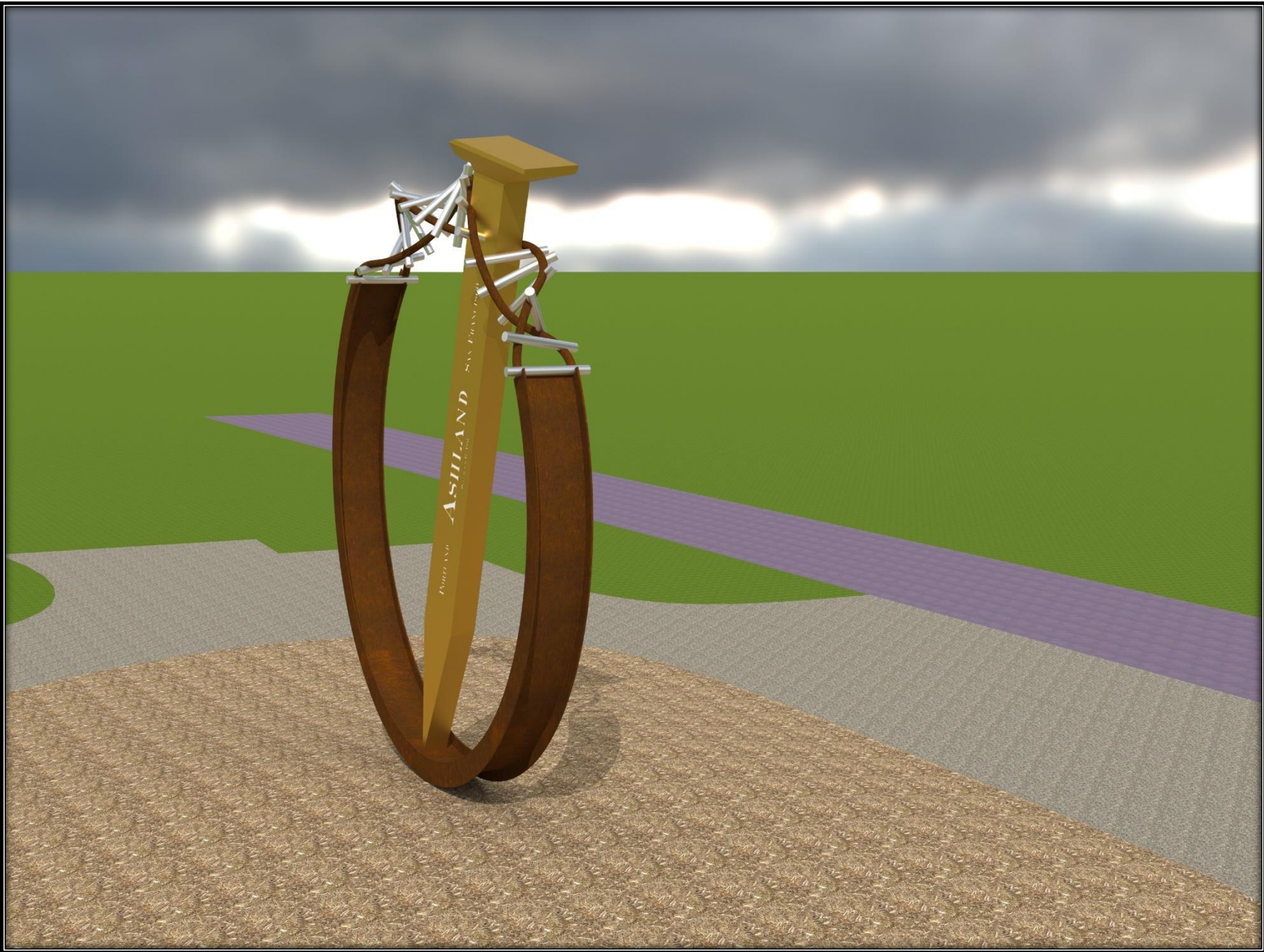














Nighttime Lighted View



Nighttime Lighted View

Storytelling Vignettes – More Notes

- The spike becomes a canvas for short textual phrases that help paint a picture of Ashland during the days when the railroad was in full operation.
- Letters will be laser-cut. Acrylic panels will be installed behind the lettering, and lighting will be installed inside the spike, so the stories glow at night.
- We have come up with a few examples of phrasing, but we feel this needs to be a collaborative process to decide what phrases would be most meaningful and relevant to the location and community. Source: *Ashland: the first 130 years* by Marjorie O’Harra.
- We tried putting text on all four sides of the spike, but it looked too cluttered, so we are proposing text only on the front and back sides of the spike. If the panel loves the idea of more text, we can experiment again with text on all four sides.
- We chose two fonts relevant to this period of history – **SOUTHERN PACIFIC RAILROAD** (developed by a train buff) and Harrington, an Art Nouveau style (a very popular artistic style from 1890-1910).



Frontside Lettering. A welcoming to the park and a simple visual of Ashland’s importance as a connection point between Portland and SF.



Example 1 (Backside): Gives imagery of the activity spurred by an arriving train at the Ashland Depot.

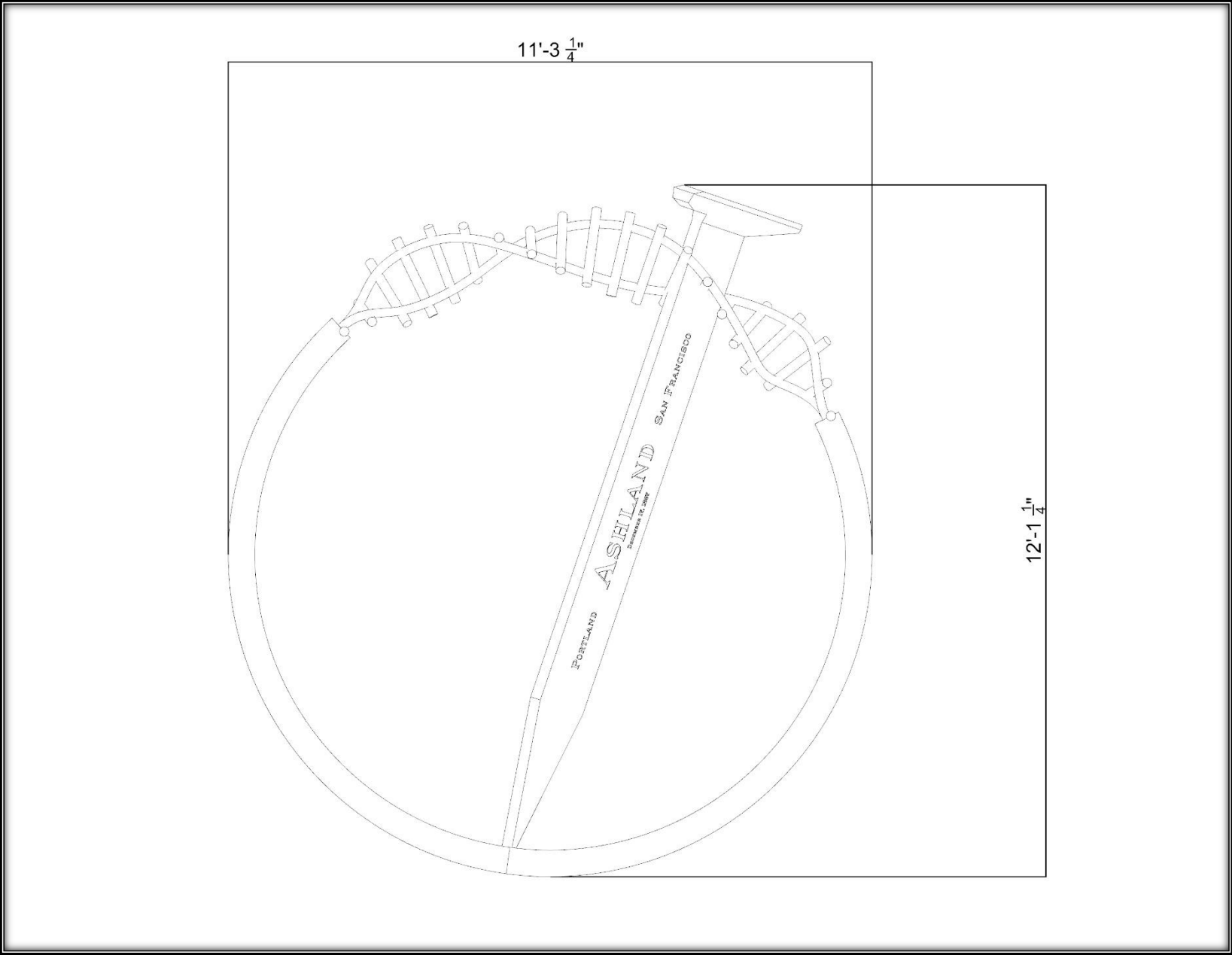


Example 2 (Backside): Paints a picture of just how curvy and complex the tracks were to build and ride over the Siskiyou’s.



Example 3 (Backside): An offering of gratitude and forgiveness to the Chinese who worked under difficult conditions to build these tracks. (We would need to confirm the language and characters. This example shows Mandarin symbols for Thank You and I Am Sorry.)

Dimensions



**A REQUEST FOR QUALIFICATIONS
FOR A
SITE-SPECIFIC PUBLIC ART INSTALLATION**

PROJECT NO: 2020-01

PROJECT TYPE: Site-Specific Public Art Installation

**SUBMISSIONS DUE: December 7, 2020, not later than 5:00
PM PST**

**SUBMIT SUBMISSIONS: by email to:
public_art@ashland.or.us**

CITY PROJECT MANAGER: Aaron Anderson



**CITY OF
ASHLAND**

**COMMUNITY DEVELOPMENT DEPARTMENT
20 EAST MAIN STREET
ASHLAND, OREGON 97520**



ADVERTISEMENT

CALL FOR ARTISTS

CITY OF ASHLAND REQUEST FOR QUALIFICATIONS FOR A SITE-SPECIFIC PUBLIC ART INSTALLATION

The City of Ashland (hereinafter the *City*) is seeking qualifications from professional artists or artist-led teams to design, fabricate/have fabricated and install contemporary free-standing, site-specific artwork (hereinafter the *Project*) within Ashland's Historic Railroad District.

The selection process includes two phases: Phase 1, Submission of Qualifications and Artist Selection; Phase 2, Commissioning of Artwork.

SECTION 1. PROJECT OVERVIEW:

The City of Ashland, by and through its Public Arts Commission, seeks to commission an artist/artist-led team to design, fabricate, deliver and install contemporary, free-standing, site-specific artwork to serve as a focal point anchoring numerous historic sites located within the City's Historic Railroad District. This artwork will represent the second phase of multi-phase project entitled "Marking Ashland Places" or "the MAP project" which is intended to provide a connection to the history of Ashland on today's landscape.

A full description of the multi-phase MAP Project is attached as Addendum A.

SECTION 2. ARTIST ELIGIBILITY:

All professional artists/artist-led teams with reviewable portfolios and that meet the following criteria are eligible to present qualifications for this *Project*:

- 2.1 Artists/artist-led teams must have experience working within the public process in public settings as well as the proven ability to fabricate their own work or to work with fabricators and installers;
- 2.2 The artwork for this *Project* must be original, demonstrate artistic excellence, and be designed with consideration to public safety and security; and
- 2.3 Artists/artist-led teams will be required to provide evidence of appropriate general liability insurance covering bodily injury, death, and property damage, and evidence of workers compensation insurance.

SECTION 3. PROJECT INTENT:

The artist or artist-led team chosen as a result of this qualification process, will work with City staff and the City's Public Arts Commission to design, fabricate, deliver, and install permanent

site-specific artwork for an outdoor installation. Such artwork shall be provided within the established budget and project timeline.

This site-specific artwork should:

- 3.1 be designed to be sited within a flat (or possibly lightly mounded), un-landscaped oval area which is approximately 33' wide x 23' deep;
- 3.2 not exceed 23' in width, 13' in depth, and should be between 9'-13' high;
- 3.3 be visually stimulating, perhaps whimsical and colorful, and responsive to the site in terms of scale, material, and form;
- 3.4 reflect the historic significance of the Ashland Railroad District; and
- 3.5 be vandal resistant, safely displayed and secured, and require minimal conservation and maintenance.

SECTION 4. SELECTION PROCESS:

4.1 **Phase I:** Selection of Artist/Artist-led Team

4.1.1 The Public Arts Commission will review only timely and **complete** submissions utilizing the criteria set forth below, selecting three (3) artists/artist-led teams (hereinafter *Finalists*).

Artist Selection Criteria

- Professional qualifications
- Proven artistic merit and excellence of prior relevant work
- Placemaking experience with original artistic vision
- Experience fabricating/contracting with fabricator and installing permanent artwork suitable for the outdoor environment
- Experience working in a collaborative process in a public setting
- Proven project management experience working within a contract and communicating in a timely, consistent manner.
- **References provided as part of this application will be contacted.**

4.1.2 Each *Finalist* will be awarded a contract for \$1,500 (fifteen hundred dollars) to develop a conceptual design for the *Project* which shall include digital drawings in sufficient detail to communicate the artist's concept, preliminary specifications for the artwork related to colors, materials, size, maintenance requirements, and a narrative describing the intent of the conceptual design.

4.1.3 Following selection, an informational conference call with each selected *Finalist*, City staff and the City's Public Arts Commission will be scheduled.

4.2 Selection of Artist for Design Commission

An independent *Selection Panel* will review the conceptual design submissions of all three *Finalists* based on the criteria set forth in the Project Intent and recommend one (1) artist/artist-led team (hereinafter the "*Selected Artist*") for a commission to complete the *Project*. The recommendation of the *Selection Panel* will be approved by the Ashland City Council.

4.3 Phase II: Commission of Artwork

The *Selected Artist* will be awarded \$25,000 (twenty-five thousand dollars) which shall cover all costs for all remaining elements of the *Project*: detailed design and installation documents including final specifications for colors and materials, artwork fabrication, insurance, delivery, installation and an allowance for one revision.

SECTION 5. INTRUCTIONS FOR SUBMISSIONS:

Artists interested in this *Project* must prepare and submit the following:

- **Letter of interest.** A letter outlining your interest and qualifications for this *Project*. The letter must include business address, business phone, and email address. (1-page maximum)
- **Artist Statement.** A written description of your body of work. (1-page maximum)
- **Professional Resume.** A current resume with emphasis on public art projects completed during the past 5-10 years. If submitting as a team, include project resumes of team members, highlighting projects in which you collaborated as a team.
- **Professional References.** A list of three (3) references of individuals with whom you have worked on public art projects with contact information (name, title, organization, email address and phone), the name and location of the project and a brief description of the reference's involvement with the project.
- **Images.** A maximum of ten (10) digital images in JPEG format of original relevant completed artwork. Include an annotated image list with a description of each image (media, size, title, location, date of completion and budget).
- **All submissions must be submitted electronically in digital format as a single PDF attachment to an email.** Applicants are encouraged to apply early to reduce risk of technical difficulties
- **The deadline for online submittal of qualifications is December 7, 2020. Incomplete, late, hand-delivered, or mailed submissions will not be accepted.**
- **Email submission to:** public_art@ashland.or.us

SECTION 6. PROJECT SCHEDULE:

12/7/20	Deadline for artists/artist teams to submit qualifications
1/15/21	Selection of <i>Finalists</i> /notification to all applicants
3/5/21	Conceptual design submissions due from <i>Finalists</i>
3/16/21	Approval of <i>Selected Artist</i> /design concept by City Council
3/17/21	Notification to <i>Selected Artist</i>
TBD	PAC review and approval of final design documents
TBD	Review of artwork at 80% and 100% completion and prior to shipping
TBD	Installation of artwork

SECTION 7. ADDENDA:

- A. Complete description of MAP Project
- B. Site photos and information about the site
- C. Contract/City of Ashland Personal Services Agreement

For further information, contact the City's Project Manager, Aaron Anderson at: 541-552-2052 or by email at: aaron.anderson@ashland.or.us.

Artist selection is anticipated to result in the award of a contract for professional services in a form substantially similar to the one provided in this solicitation document.

The City of Ashland Public Arts Commission reserves the right to revise this RFQ by addendum and is bound only by what is expressly stated in this RFQ and any authorized written addenda thereto. Addenda will be post on the City of Ashland website. It shall be the artist's responsibility to check the website. Beyond formal notification, the City will not enter into any correspondence regarding their decision.

The City of Ashland reserves the right to cancel this procurement or reject any and all submissions in accordance with ORS279B.100.



Bill Molnar, Community Development Director
First date of solicitation: November 9, 2020

Marking Ashland Places

The Project

The City of Ashland has a rich and diverse history which is not easily discernable on the landscape. The Public Arts and Historic Commissions, in partnership (the MAP Team), have developed a historic marker and wayfinding project to provide a connection to the history of Ashland on today's landscape. This project will create a sense of place and pride by establishing distinctive landmarks within the City's four Nationally Registered Historic Districts, and will serve to promote historic and heritage tourism to the City.

Project Intent

The vision for this project is to create a Hub Site in each of the four Historic Districts: [Railroad District, Downtown, Siskiyou-Hargadine, and Skidmore-Academy]. At each Hub Site, the project calls for the placement of historic-themed, site-specific, contemporary Artwork. An informational plaque describing why the Hub Site was important to the development of each historic district will also be installed at these Hub locations.

Branching off from the 4 Hub Sites will be Spoke Sites (approximately 6-12 per district). The Spoke Sites, designated by Site Markers (currently using only bronze plaques set in sidewalks), will focus on the important places, events or people connected with each specific district. The Markers will contain short narratives, with artistic representation of the historical significance of the site. These markers will also serve as visual enticements and direct the visitor to the project web-site where more detailed historic information can be found, as well as a Story Map.

Phase One: 5 Spoke Sites

5 spoke sites based in the Railroad District have been selected for the initial phase of the project: Railroad Park, The Railroad Depot, Haskin's Garage, "Chinatown", and the Twin Plunges/Natorium. "Masterworks Plaques" will be designing and producing 24" bronze plaques for these locations. Installation is set for 2020.

Phase Two: Hub Artwork

The MAP Team has selected a small, grassy, bordered area at the bottom of 7th St. within the Railroad Park as a natural location where the Hub Artwork would enhance the visual beauty of the park, as well as providing the historical connection this project seeks to establish.

Phase Three: TBD

Phase three will likely be the completion of the remaining spoke sites within the Railroad District, before bringing this project into one of the other 3 districts. The scope of the entire project is quite large and we anticipate it developing over the next ten years, as funds become available and we work to bring all the districts into the design.

Proposed Locations from the Original 2013 Project Concept

Railroad District

Hub: Railroad-centric Artwork near 7th & A St. within Railroad Park

Spokes: Railroad Park (7th & A St.)

Depot Building (5th & A St.)

“Chinatown” (A St. between 1st & 2nd St.)

Haskin’s Garage (Old Firehouse & Jail on 4th St.)

Twin Plunges / Natatorium (where Ashland Food Co-op currently stands at Pioneer & A St.)

Ashland Cemetery (East Main & Morton St.)

Peerless & Loomis Buildings (4th St.)

Powell’s Confectionary House (Gallerie Karon) (4th & A St.)

Vansant Building (A St. between 4th & 5th St.)

VPW Building (A St. between 4th & 5th St.)

Golden Spike Location (A St.)

Downtown District

Hub: Historic Mill theme at base of Shakespeare Hill

Spokes: Chautauqua Foundation

Woolen Mill

Ashland Springs Hotel

Enders Block

Varsity Theatre

Elks Building

Trinity Episcopal Church

Pioneer Glass (Standing Stone)

Lithia Park (Enders Shelter, Butler-Perozzi Fountain, Parks Office, Motor Camp)

Bluebird Park

“We Are Here” Sculpture

Sub-Hub & Spokes: Plaza

IOOF

Masonic Building

Bank of Ashland (Treehouse Books)

City Hall

Gainard Opera House

Siskiyou / Hargadine District

Hub: Early Settlers and their contributions Theme – SW corner of Gresham & E. Main

Spokes: Ashland Public Library

EV Carter House

Winchester House

Tavernor House

Lincoln School

Swedenburg House

Old Junior High School

Skidmore / Academy District

Hub: Early Settlers and their contributions Theme – Briscoe School (former Washington School site)

Spokes: Methodist Church

North Side School site

Grainger House

Peil House

Butler House

The “3 Sisters”



Location of Original Roundhouse

Hub
Artwork

Legend

- 1: Railroad Park Plaque
- 2: Railroad Depot Plaque
- 3: Haskin's Garage Plaque
- 4: "Chinatown" Plaque
- 5: Twin Plunges Plaque

Marking Ashland Places



City of Ashland



1 inch = 400 feet

Date Printed: 11/19/2019

Railroad Park – Hub Artwork Site Description

Railroad Park sits in the NE section of the Historic Railroad District from 6th to 8th Street along A Street. The Hub Artwork location is directly below 7th Street and borders a pedestrian/bike path that runs from 4th Street all the way east to Tolman Creek Rd. (approximately 3 miles). The Park is home to a small playground, swing sets, a ½-sized basketball court, restrooms, and a covered picnic area directly west of the artwork location. One block to the east, next to the bike path, a bronze plaque set into a boulder commemorates the Golden Spike Location (photo attached). The bike path is used very frequently and the park is enjoyed by many on any given day. The Hub Artwork will serve as a natural focal point, honoring the key role the railroad played in Ashland’s early development.

The specific site for the artwork is a small landscaped area approximately 33’ wide by 23’ deep bordered by sidewalks. The gently mounded area is presently landscaped with small bushes, grasses, boulders, and small timber pylons. Preparation of the site will be done in coordination with the final selection of the artwork. Lighting, landscaping, and a small informational plaque about the site will be added as the finishing touches before formally bringing the artwork into Ashland’s Public Art Collection.





Looking East, South East from the bike path



Looking West



Looking East



Looking West



Looking North from A Street Curb



Looking North



Golden Spike Plaque at the corner of 8th & Bike Path (not part of the MAP Project)

6. **Qualifications:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, and bonded.
7. **Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$ \$22,002.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as “Exhibit B” predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Consultant or its officers, employees, contractors, or agents under this Agreement.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
 - c. For Cause. The City may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the Work required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
 - d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of

termination by the party giving notice.

- ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.
- iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement.

13. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. Default. The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. Insurance. Consultant shall, at its own expense, maintain the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all its subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services and Work to be provided pursuant to this Agreement.
- c. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.

d. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers, and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's Work to be provided under this Agreement. Consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates and endorsements prior to commencing the Work under this Agreement. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of required insurance policies shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ONE OR MORE WAIVERS OR FAILURES TO OBJECT BY EITHER PARTY TO THE OTHER’S BREACH OF ANY PROVISION, TERM, CONDITION, OR COVENANT CONTAINED IN THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF ANY SUBSEQUENT BREACH, WHETHER OR NOT OF THE SAME NATURE.
20. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – XXXXXXX Department
Attn: XXXXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520

If to Consultant:

Provider’s name
Attn: XXXX
XXXXXXX
City, State

21. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other’s officers, employees or agents.
22. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
23. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City’s fiscal year budget. Consultant understands and agrees that City’s payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

24. Certification. Consultant has executed the Certifications/Representations attached hereto as “Exhibit C” and incorporated herein by this reference.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF ASHLAND, OREGON:

CONSULTANT:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

(W-9 is to be submitted with this signed Agreement)

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,002.43** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,002.43**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the Work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date