



MARQUETTE PUBLIC ART COMMISSION

Agreement for Public Art Conservation Treatment OF ARTWORKS FROM CITY'S PUBLIC ART COLLECTION

Completion Date:
September 30, 2024

Agreement and Correspondence to:
Marquette Public Art Commission
Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*
Email: Tiina Morin, tmorin@marquettemi.gov

CONSERVATION AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, by and between the City of Marquette, Michigan (the "City"), and Midwest Art Conservation Center (the "Vendor") for conservation treatment of two artworks ("Artworks") from the City's Public Art Collection. Including, a bronze sculpture of Father Jaques Marquette by Gaetano Trentanove ("Sculpture") and seascape oil painting by Leon Lundmark ("Painting").

WHEREAS, the City is committed to the maintenance and care of its Public Art Collection ("Collection").

WHEREAS, the Vendor was selected by the City, to survey the Collection's condition and provided detailed recommendations and treatment proposals for the Sculpture and Painting.

WHEREAS, the City accepts the Vendor's recommendations and treatment proposals for both Artworks as specified in this Agreement.

WHEREAS, the Vendor will treat both Artworks in a professional manner; and

WHEREAS, all parties are in agreement that the Vendor, City staff, and Marquette Public Art Commission ("MPAC") shall establish a close and cooperative relationship that will be maintained throughout the treatment.

NOW THEREFORE, the City and the Vendor, for the consideration and under the conditions hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

1.1.0. The Vendor shall provide all services and furnish all supplies, materials, and equipment as necessary for the treatment of Artworks, unless otherwise agreed to in writing by both parties.

1.1.1. The Vendor shall coordinate work with City staff.

1.1.2. The Vendor shall consult, and work in a collaborative manner with the City staff, MPAC, and others as identified by the City.

1.2. EXECUTION OF THE WORK FOR SCULPTURE

1.2.0. The treatment for Sculpture will take over the course of three days, June 19-21, 2024, on site in Father Marquette Park, located in Marquette MI. The Schedule may be amended by written agreement between the City and the Vendor.

1.2.1. The Vendor will travel to Marquette.

1.2.2. The City will provide and assemble scaffolding around the sculpture and provide access to ground water.

1.2.3. The Vendor will wash the Sculpture and remove or reduce encrustations and biological material on the bronze and sandstone.

1.2.4. The Vendor will train local volunteers and staff (less than 10) to wash the Sculpture.

1.2.5. The Vendor, as needed, will add a weep hole on the underside of the Sculpture's cloak

to better control efflorescence.

1.2.6. The Vendor will hot wax the sculpture. A slightly cooler wax will be applied to bas reliefs.

1.2.7. The Vendor will apply a layer of paste wax overall and buff; this step is being undertaken to train local volunteers and staff (less than 10) on an annual maintenance protocol.

1.2.8. The Vendor will train the group to wash at least one other sculpture within City's Collection.

1.3. EXECUTION OF WORK – PAINTING

1.3.0. The City will pack and ship the painting to the Vendor located in Minneapolis, MN.

1.3.1. All treatment will take place at the Vendor's facility located in Minneapolis, MN.

1.3.2. The Vendor will carry out treatment for Painting as listed in initial proposal.

1.3.3. The Vendor will examine the Painting and prepare a report on the condition and proposal for treatment.

1.3.4. The Vendor will photo-document the Painting in high resolution digital format before after treatment.

1.3.5. The Vendor will consolidate the unstable paint with adhesive, and mend small canvas punctures.

1.3.6. The Vendor will clean the recto and verso, and reduce degraded natural resin varnish as safely possible.

1.3.7. The Vendor will humidify the corner draw, feather crack and puncture to relax them into plane.

1.3.8. The Vendor will apply a new stable and saturating synthetic resin varnish.

1.3.9. The Vendor will fill and inpaint with a stable synthetic resin medium as necessary.

1.3.10. The Vendor will attach new backing board to the stretcher verso, encapsulate the labels with Mylar, line rebate of the frame with felt, and reframe painting with bent mending plates and spacers.

1.3.11. The Vendor will consolidate, and surface clean the frame, and tone abrasions and losses.

1.3.12. The Vendor will replace the missing elements in the frame's bead course, and gild and tone to match.

1.3.13. The Vendor will wrap the painting for return to the City.

1.3.14. The Vendor will write a Report on Treatment.

1.4. FINAL ACCEPTANCE. Upon completion of all required services, final acceptance of work shall be determined solely by the City and acceptance shall constitute the City's acknowledgement that treatment has been completed according to the terms of this Agreement.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 THE CITY'S OBLIGATIONS

2.1.0. City shall pay the Vendor a fixed fee of **\$23,270.00** which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes, and any other costs associated with providing treatment to the Artworks.

2.1.1. Compensation will be paid to Vendor after services are performed as follows:

\$17,245.00 upon completion of treatment to the Sculpture.

\$6,025.00 upon acceptance of treatment and return of Painting.

2.1.2. Payment is only made after a submitted invoice has been approved.

2.1.3. Invoices and all attachments and reports shall be addressed to the City of Marquette, Arts and Culture Office, 300 West Baraga Avenue, Marquette, Michigan 49855. After review and approval by the City Commission and City Manager all invoices shall be paid to the Vendor by the City.

2.1.4. The City shall be responsible for the fees, costs and charges for packing, crating, shipping, freight, and transport of the Painting to the Vendor for Treatment.

2.2 VENDOR'S EXPENSES. All expenses incurred by the Vendor are included in the Compensation, and the Vendor will not be reimbursed separately for any expense incurred by Vendor.

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. All Treatment dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be completed by September 30, 2024.

3.2 TIME EXTENSIONS. The Vendor shall request a reasonable extension of time from the City in the event there is a delay on the part of the Vendor in performing its obligations under this Agreement, or if there are conditions beyond the Vendor's control or Acts of God render timely performance of the Vendor's services impossible or unexpectedly burdensome.

SECTION 4. WARRANTIES

4.1 WARRANTIES OF TITLE. Both parties represent and warrant that they have the right, power, and authority to enter into this Agreement.

4.2 WARRANTIES OF QUALITY AND CONDITION. The Vendor represents and warrants, that the execution of services under this agreement will be performed in a workman like manner.

SECTION 5. REPRODUCTION RIGHTS

5.1. CREDITS AND PROMOTION

5.1.0. Vendor and City will have the right to make or use images of the Artworks for archival, education, website or any other publications relating to treatment of work performed under this Agreement.

5.1.1. The Vendor agrees that it will acknowledge the City in the form of a credit line substantially as follows: "This artwork (name of work) owned by the City of Marquette's Public Art Collection, Marquette MI," when the Artworks conservation efforts are reproduced in books, journal, magazines, periodicals, on the internet, website, or other media.

5.1.2. City will acknowledge the work performed by the Vendor in the form of a credit line substantially as follows: "Conservation treatment by Midwest Arts Conservation Center, Minneapolis, MN," when the artworks are reproduced in books, journal, magazines, periodicals,

on the internet, website, or other media.

SECTION 6. INSURANCE

6.1 VENDOR'S INSURANCE

6.1.0. The Vendor shall maintain insurance to protect the Vendor from claims under workers compensation; claims for damages because of bodily injury including personal injury, sickness, disease, or death arising out of the Vendor's performance of this agreement; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of Vendor's performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

6.1.1. The Vendor will indemnify and hold the City harmless from and against demands, alleged damages or injuries, and expenses arising directly or indirectly from the Vendor's negligent acts, errors, omissions, or breach of contract and of those persons for whom the Vendor is legally responsible.

6.2. CITY'S INSURANCE

6.2.0. The City warrants and represents that it maintains at its cost and expense policies of insurance for casualty and loss to the Artworks on an All-Risks basis, including earthquake and Flood, for each Artwork under this Agreement, and further represents and warrants that said policy shall remain in full force and effect for duration of this Agreement.

6.2.1. The City acknowledges that there are risks attendant to the services performed under this Agreement due to the intrinsic characteristics of the Artworks and prior conditions affecting the Artworks, including but not limited to materials, construction and composition and previous treatments and prior restoration, which may adversely affect the outcome and result. The City hereby agrees to accept and assume all risks related to the Artworks and work performed by the Vendor under this Agreement.

SECTION 7. VENDOR AS INDEPENDENT CONTRACTOR

The Vendor shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Vendor shall not be supervised by any employee or official of the City, nor shall the Vendor exercise supervision over any employee or official of the City.

SECTION 8. PUBLIC RECORDS

Under Michigan state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this agreement (the "documents") become a public record upon submission to MPAC, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If MPAC receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to MPAC and upon the written request of such person, received by MPAC within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. MPAC assumes no contractual obligation to enforce any exemption.

SECTION 9. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 ASSIGNMENTS OR TRANSFERS. Neither this Agreement nor any interest herein shall be transferred or assigned by the Vendor. Any such transfer shall be null and void and shall be cause to terminate this Agreement.

9.2 SUBCONTRACTING BY THE VENDOR. The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Sculpture and shall be carried out under the personal supervision of the Vendor. The Vendor must obtain approval from the City prior to hiring any subcontractor. If the City does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City.

SECTION 10. NON-DISCRIMINATION.

In carrying out the performance of the services designated, the Vendor shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap, and the Vendor shall comply with the equality of employment opportunities.

SECTION 11. TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, this Agreement shall terminate.

In the event of default by the City, the City shall promptly compensate the Vendor for all services performed by the Vendor prior to termination. In the event of default by the Vendor, all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Vendor under this Agreement shall at the City's option become City's property, and the City shall compensate the Vendor pursuant to Section 2 for all services performed by the Vendor prior to termination or, at the Vendor's election.

Notwithstanding the previous sentence, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Vendor, and the City may reasonably withhold payments to the Vendor until such time as the exact amount of such damages due the City from the Vendor is determined.

SECTION 12. COMPLIANCE

The Vendor shall be required to comply with Federal, State, County, and City statutes, ordinances, and regulations applicable to the performance of the Vendor's services under this agreement.

SECTION 13. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject

matter hereof that are not merged herein and superseded hereby.

SECTION 14. MODIFICATION

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

SECTION 15. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows: City Mailing Address: Tiina Morin, City of Marquette, 300 Baraga Avenue, Marquette MI 49855 or Email Address: tmorin@marquettemi.gov. Vendor Mailing Address: Midwest Art Conservation Center, 2400 Third Avenue, South Minneapolis, Minnesota 55404 or Email Address: cmurray@preserveart.org

Questions: Please submit any questions regarding this Agreement to: Tiina Morin, Arts & Culture Manager, City of Marquette, Phone: 906-225-8641 E-Mail: tmorin@marquettemi.gov

The parties have made and executed the Agreement the day and year first above written.

Date: 4/23/24

MIDWEST ART CONSERVATION CENTER

Lauren B. Walker

Lauren B. Walker, Office Manager

Address: 2400 Third Avenue

South Minneapolis, MN 55404

Phone: 612-870-3149

Email: lwalker@preserveart.org

Website: www.preserveart.org

CITY OF MARQUETTE

Date: _____

Sally Davis, Mayor

Date: _____

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney