

GVT09ART

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	WILLIAM MUELLER "THE ARTIST"
SUBJECT/PROJECT:	CONTRACT TO COMMISSION ARTWORK GRAND VALLEY TRANSIT BUS TRANSFER STATION 1%
CITY DEPARTMENT:	PARKS AND RECREATION
YEAR:	2009
EXPIRATION DATE:	11/01/2009
DESTRUCTION DATE:	01/01/2016

CONTRACT TO COMMISSION ARTWORK  
GRAND JUNCTION, COLORADO  
Grand Valley Transit Bus Transfer Station 1% for Art Project

This Agreement is entered into this 10<sup>th</sup> day of July 2009 by and between the City of Grand Junction, Colorado (hereinafter called "the City") and William Mueller, PO Box 711, Sedalia, Colorado 80135 (hereinafter called "the Artist").

Recitals

Grand Valley Transit (hereinafter called "GVT") has completed construction of a new bus transfer station at 5<sup>th</sup> and South Avenues in Grand Junction, Colorado on property owned by the City of Grand Junction. Mesa County (hereinafter called "the County") and GVT allocated \$29,500 to acquire a significant work of art for the facility. The Artist responded to a "Call for Entries" and was selected through a competitive process by the Grand Junction Commission on Arts and Culture (hereinafter called "the Commission") and representatives from Mesa County and GVT.

Based on the foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist's Responsibility

- A. The Artist shall perform all services and be responsible for all materials, supplies, and equipment necessary to design, create, fabricate, deliver, and install a colorful folded, perforated, and elevated steel sculpture entitled "Local Motion". The Artist's services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. The sculpture will be at least high by seven feet and three inches high by nine feet wide by eight feet and three inches deep (7'3" H X 9' W X 8'3" D) and will be mounted on a 12 inch steel post in the central bus island, with the top of the sculpture approximately 16.5 feet at its highest point and bottom of the sculpture approximately nine feet from the ground, as described and pictured in the Artist's proposal (Proposal #1 – elevated installation) that was submitted to and approved by the and the Commission Selection Committee on May 27, 2009. The sculpture will be kinetic, and will include a handle, bar, or hand crank so that it can be turned manually, at an additional cost of \$3,500 over and above the original \$26,000 allocated by GVT for this project (total \$29,500). The Artist's proposal presented at the May 27, 2009 meeting is attached hereto and made a part of this Agreement.
- B. The Artist is responsible for all costs, expenses, and fees associated with the design, engineering, fabrication, site preparation, foundation, and installation of the Artwork.

- C. The Artist shall complete the design, fabrication, and installation of the Artwork as set forth in this Agreement, in a timely and workmanlike manner.
- D. The Artist shall coordinate the installation of the Artwork with GVT and the City. The Artist agrees to repair and/or replace any damage to the Artwork which may occur prior to and during installation until completion and final acceptance of the installation, at his expense, to the satisfaction of the GVT and City designated representatives (“GVT Representative” and “City Representative”), as set forth in this Agreement. The person designated as GVT Representative is David Detwiler, and the person designated as City Representative is Allison Sarmo, Cultural Arts Coordinator for the Commission on Arts and Culture.
- E. The Artist is an independent contractor and not an agent or employee of the City, the County, or GVT.
- F. In performance of the work described herein, the Artist shall comply with all applicable federal, State and City laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes. The Artist will secure any and all required licenses, permits, and similar legal authorizations as may be necessary for the installation.
- G. The Artist shall indemnify and hold the City, the County, and GVT harmless from any damage or injury claims made by a third party(ies) arising during the installation process and caused, or claimed to be caused, by such process, including harm to himself, to others including the public, or to the Artwork.
- H. The Artist shall provide the City with written instructions for the maintenance, care, and up-keep of the Artwork, with a description of all materials used, and a Certificate of Authenticity for the Artwork.
- I. The Artist shall bear the risk of loss or damage to the Artwork until the City’s and GVT’s final acceptance of the Artwork, and shall take reasonable measures, and provide insurance to protect the Artwork from loss or damage during fabrication, transportation, and installation.
- J. The Artist is solely responsible for the compensation and for the work of every contractor and other person he engages to assist him in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker’s compensation insurance, in amounts required by Colorado law.
- K. The Artist shall secure and provide insurance for the on-site installation period in amounts and limits specified in this section. Before the work is placed on City/GVT property for installation, the Artist shall provide the City Risk Manager with a certificate of liability insurance which addresses the period of on-site installation, and includes the following:

- (1) The policy must be an occurrence form; the coverage amount shall be \$1,000,000 for products/completed operations hazard(s); the Comprehensive General Liability insurance shall have combined single limits of \$1,000,000 per occurrence; and the policy shall not be cancelled, terminated nor not renewed without first giving 30 days advance written notice to the City Representative;
- (2) Neither this Agreement nor an insurance policy issued as required by this Agreement shall be understood to waive or diminish the effect of the Colorado Governmental Immunity Act protections enjoyed by the City.

## 1.2 City's and GVT's Responsibility

- A. GVT is responsible for providing the Artist, at no expense to the Artist, copies of designs, drawings, and other data describing the concrete bus island where the sculpture will be installed.
- B. GVT will provide the Artist access to the site for installation of the Artwork, subject to vehicular restrictions, and will arrange for and provide, at GVT's expense, any necessary traffic control into and at the facility during the installation.
- C. The City will provide payment to the Artist in a timely fashion as outlined in the Payment Schedule in Article 6 of this Agreement.
- D. The City and GVT will designate two representatives with whom the Artist should communicate and coordinate when necessary, and either representative has the authority to inspect any work in progress at the Artist's studio or fabrication location and to determine substantial and final completion of the Artwork. GVT Representative David Detwiler shall have the authority to approve and coordinate installation, design changes, and similar issues and to make decisions for GVT with regard to the matters described herein. City Representative Allison Sarmo shall have the authority to approve payments to the Artist and make decisions for the City with regard to the matters described herein.
- E. GVT will provide, at no charge to Artist, a plaque on or near the Artwork identifying the Artist and Title of the Artwork, and any other information GVT may desire.

## ARTICLE 2. DESIGN CHANGES

Any change to the design of the Artwork, as described in Article 1 Section 1.1(A) and depicted in the Artist's proposal attached to and made part of this Agreement, must be approved in writing by the City. The Artist shall provide proposed changes in writing or graphic communication to the City for the City's and GVT's review and approval. A change is considered to be any alteration which materially affects the approved design, installation, or site preparation, with the exception of minor alterations relative to the structural integrity of the piece.

### ARTICLE 3. INSTALLATION AND COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than November 1, 2009. The Artist will coordinate closely with GVT on preparation of the site, installation of the foundation, installation of the sculpture, and any necessary traffic control measures and other installation requirements.

The completion date may be extended for such period of time as the Artist is disabled by illness or if otherwise unable to perform his work because of an act of God or similar event beyond the control of the Artist, in which case the Artist shall immediately notify a City Liaison. The aggregate of any such extension shall be no more than 30 days unless the parties agree otherwise.

Liquidated Damages: If the Artist fails to complete the on-site installation of the Artwork by November 1, 2009, a late fee of \$100 per day will be levied, beginning on November 2, 2009 and continuing at \$100 per day for every day until the day the Artwork is successfully installed. This late fee will be deducted from the final payment due to the Artist. This late fee shall not apply to delays caused by the City or GVT or acts of God.

### ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the City and GVT after the following requirements have been satisfied:

- (1) The Artwork is completed, delivered, and installed in accordance with this Agreement and the approved design, and the City and GVT have verified this; and
- (2) The Artist has delivered to the City's Commission on Arts and Culture the following:
  - (a) An executed bill of sale;
  - (b) Written maintenance and care instructions as outlined in Article 1.1 H; and
  - (c) An original signed Certificate of Authenticity.

### ARTICLE 5. PAYMENT SCHEDULE

The City shall pay the Artist a fixed fee of \$29,500 which will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the City will pay the Artist as follows:

- A. First payment of \$9,825.00 (one-third or 33-1/3% of the total cost of the Artwork) shall be made when this Agreement is signed by both parties, recognizing that the Artist will invest time and incur expenses in preparing the designs as set forth in Article 1, Section 1.1(A). No invoice from the Artist is required.
- B. Second payment of \$9,825.00 (one-third or 33-1/3% of the total cost) shall be made to the Artist when the Artwork is fabricated and reasonable proof of this has been provided. The Artist will provide a written invoice for this payment and photographs

(print or digital) documenting the fabricated sculpture. The City reserves the right to make a site inspection of the Artwork prior to payment within one (1) week of receipt of written notification from the Artist.

- C. Third and final payment of \$9,850.00 (one-third or 33-1/3% of the total cost) following installation and acceptance of the Artwork by the City and GVT as described in Article 4.

The City agrees to mail each payment described above within two (2) weeks of receiving an invoice from the Artist.

#### ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist, and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same Artwork for sale elsewhere within the State of Colorado.
- D. The Artist warrants that all work is performed in accordance with professional “workmanlike” standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the City’s and GVT’s final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to GVT, of any defect which is the result of faulty workmanship or materials. If within one year following the date of final acceptance, the Artist is unable or unwilling to make any necessary repairs, the Artist is responsible for reimbursing GVT for damages, expenses, or loss incurred by GVT as a result of having to complete such repairs, up to but not exceeding \$10,000. The Artist is not responsible for damage to the Artwork caused by vehicles, vandalism, acts of God, City, County, or GVT employees or contractors, or moving the Artwork from its initial installation location.

#### ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to him, except as specified in Article 6 Section C. The Artist specifically agrees that GVT and the County, and their commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any GVT or County business, including advertising, promotions, and economic development activities. GVT and the County agree that whenever appropriate such graphic reproductions of the

Artwork will include the Artist's name, in such a manner and location as will comply with U. S. copyright law.

- B. The City, the County, and GVT acknowledge the existence of a 1990 federal law regarding Artist's rights which limits the City's, County's, and GVT's unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of GVT. The Artist agrees that after the warranty period described in 7.D. expires, GVT has the right to unilaterally, without Artist's knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is GVT's intent to permanently retain and maintain the Artwork as described herein, over time future citizens and boards may determine that GVT should remove it or otherwise dispose of the Artwork, and GVT reserves that right. If GVT alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without his consent.
- C. The Artist agrees to indemnify and hold the City, the County, and GVT harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.
- D. The Artist has and will retain a first position lien against the title to the Artwork until all payments have been completed in accordance with the terms of this Agreement or termination in accordance with the terms hereof has occurred, at which time the Artist agrees to deliver to the City an executed bill of sale along with other documentation evidencing transfer of title to the Artwork from the Artist to the City, and the originals of all warranties and other descriptive documentation of components of the Artwork.

#### ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the City, the County, and GVT harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the City's and GVT's acceptance of the Artist's work or the use by the City, the County, and GVT, or any of their officers or agents, of articles or services supplied in the performance of this Agreement, whether or not such claim(s) is(are) frivolous.

#### ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the City is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the City. Alternatively, the City may terminate this Agreement.

In the event of the death of the Artist, this Agreement shall terminate. The Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the City, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

ARTICLE 10. TERMINATION OF AGREEMENT

The City may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain \$2,600 (10% of the original \$26,000) as a design fee, but shall return to the City all other compensation paid to him under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said City funds, the City shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 8.

If the Artist becomes disabled, incapacitated, or otherwise unable to deliver and install the Artwork, the City may terminate the Agreement, at the City's sole discretion, as set forth in Article 10. If termination is pursuant to that section, the Artist or his heirs shall return all payments made by the City, except amounts paid to or incurred regarding third parties for supplies and materials; the City may take possession of any and all supplies and materials purchased for the Artwork, and the completed or partially completed Artwork, if it so elects.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the City Representative:

GVT: Dave Detwiler, Project Manager  
Mesa County Facilities & Parks  
250 North Fifth Street  
Grand Junction, CO 81501  
(970) 261-6360  
E-mail: dave@integratedconstructionsolutions.com

City: Allison Sarmo, Cultural Arts Coordinator  
Commission on Arts and Culture  
City of Grand Junction  
1340 Gunnison Avenue  
Grand Junction, CO 81501



(970) 254-3865  
E-mail: allisons@gjcity.org

Artist: William Mueller  
PO Box 711  
Sedalia, Colorado 80135  
(303) 660-4601  
E-mail: wwmueller1948@yahoo.com

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the City except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.


ARTICLE 13. LAW AND VENUE

The laws of the City of Grand Junction, Mesa County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Mesa County, Colorado.

Signed:



William Mueller  
PO Box 711  
Sedalia, Colorado 80135  
Date Signed: 6-17-09



Rob Schoeber, Parks & Recreation Director  
1340 Gunnison Avenue  
Grand Junction CO 81501  
Date Signed: 6/29/09

William W. Mueller  
Contemporary Sculpture  
[www.wwmuellerart.com](http://www.wwmuellerart.com)  
Grand Junction Bus Transfer Station  
Proposal: "Local Motion", Synergy Series #8  
May 27, 2009

### **Vision and Style of the Artist**

As an artist I am particularly interested in sculptural images that are multidimensional, that welcome viewers from many different backgrounds and cultures, and that pose a visual question rather than offering a definitive answer or interpretation. Of particular interest to me is integrating a 3D installation into an existing architectural site, keeping in mind the entire environmental context. My sculptural language utilizes various architectural elements that appear simple in form yet create a constantly changing and dynamic visual experience. The "Synergy Series" reflects the latest direction of my work. It is based on the sculptural concept of one form folding into another form in a continuous sequence.

### **"Synergy Series"**

The "Synergy Series" has been described as **bold, complex, elegant, colorful, and fun.**

"Local Motion's" **bold** design stands alone, creating an accent to an urban site characterized by movement. The use of vibrant **color** introduces an element of **fun**, attracts attention to the area and adds contrast to the site. The site will allow the viewer to experience "Local Motion" from a variety of perspectives. Each perspective will provide a different visual composition. The **complex** spatial relationships within the sculpture will become evident as the viewer changes position in relation to the artwork. The fabrication process of folding the steel provides a nearly seamless and **elegant** work of art that gracefully folds out into the broader community. I envision a 3D installation that will reflect beauty of form, energy, and balance.

The sculpture "**Local Motion**" will be engaging to people of all ages and backgrounds. This site-specific installation will stimulate the imagination and invite public dialogue as it is open to a variety of interpretations.

### **Site Analysis**

After visiting the site on 05-01-09 and meeting with one committee member and a representative from GVT, I came away with the following observations:

The majority of public interaction will occur in the island area where the busses pick up and drop off passengers. This area is the "hub of the wheel" and is an ideal site for a large public installation that does not impede pedestrian movement.

The 8 shade structures establish the architectural scale for the island site. The juxtaposition of the steel electrical towers on the south side of the site add a second strong visual scale to the area.

The architectural style of the new bus terminal building is utilitarian in design with an earthy neutral color palette. A bold colorful artwork will accent the site and add contrast to the architectural environment.

The area is vulnerable to graffiti as are most bus, subway, and train stations. I noticed graffiti on the small brick building on the south end of the site that belongs to the electrical company. An elevated artwork that stands above the island plaza or entrance site would be difficult to tag/vandalize.

A large new sign on the NW corner of 5th and South Street is being installed to identify the new transfer station and would interfere with a sculpture sited in this area.

Night lighting is in place for the entire site.

The landscaped area at the bus entrance is feasible for a large scale public artwork that is more accessible to the broader community.

I have described below **2 Proposals** for the bus transfer station, listed in order of artist preference.

An elevated installation is my first choice and is based on the following considerations: aesthetic appeal and visibility, site dimensions, use of each site, and long term maintenance and cost to the community.

A brightly colored elevated sculpture will be highly visible; it can be installed without crowding the site or impeding pedestrian traffic; it will be a center of focus while integrating a busy traffic area; it is not as accessible to graffiti or other types of vandalism.

### **PROPOSAL #1 - Elevated Installation**

I propose a site-specific elevated sculpture that can either be installed in the island plaza area or the bus entrance site along South Street. My first choice is the island plaza area. The design of the artwork consists of 6 folded steel perforated forms that are suspended in the air by a steel column. This 12" diameter steel column will be 13'0" in height, suspending the lowest point of the sculptural forms 9'0" above the plaza floor. The uppermost point of the sculpture will reach 16'6" above the plaza. The group of 6 related sculptural forms will be approximately 7'3"H x 9'0"W x 8'3"D. This elevated sculpture will create a variety of constantly changing light patterns across the plaza floor. The artwork will relate architecturally to the shade structures which are also attached/suspended to columns.

#### **Island Site**

If the sculpture were installed in the island plaza area one of the circular spaces currently designated for a tree could be used to accommodate the sculpture's foundation. Utilizing one of the circular spaces would eliminate the need to remove new concrete from the plaza area in order to secure the sculpture. If the work were sited in this location pedestrians could walk under the elevated sculpture as they follow along the path between the shade structures. A second approach would be to site the artwork within one of the two planters. This approach would allow people to sit under the sculpture.

#### **Bus Entrance Site off South Street**

If sited at the bus entrance, a concrete pier foundation would be installed in the planter area and landscaped after the installation. The scale of this artwork at this site increases visibility for passengers on the busses as they enter and leave the facility and for pedestrians and auto traffic passing by.

#### **Foundation Details for both sites**

After consulting with my fabricators I will construct a foundation using the same method as the foundation designed for the Carbondale, CO project. A custom j-bolt configuration will be wired to the rebar in the foundation before the concrete is poured. The base of the artwork will include a 1 inch thick circular steel plate (approximately 3'0" in diameter) that will be bolted to the j-bolts in the foundation. Gussets will be used at the base of the column when welding the steel column to the base plate. The Selection Committee, GVT, and an SE will be consulted regarding foundation details.

### **Elevated Installation with Kinetic Option**

The artwork can be engineered with greased sealed bearings (requiring no maintenance) that allow the sculptural forms to move from time to time depending on wind conditions. This kinetic element would require additional funds of \$2500 for parts, engineering, and fabrication.

### **Elevated Installation with Interactive Option**

A hand crank, located on the column, could be added to the structure. The crank would be designed using a truck axle/spindle system and greased sealed bearings that would turn the 6 suspended forms 360 degrees with 20 rotations. Additional funding of \$3500 for parts, engineering, and fabrication would be required to implement this option.

## **PROPOSAL #2**

### **Ground level Installation**

I propose a site-specific installation that can be installed in the plaza island area or the bus entrance site off South Street. The design of the artwork consists of four large scale folded perforated forms. This colorful steel sculpture, approximately 9'7"H x 7'0W x 5'7"D, will have three points that can either be bolted to concrete piers installed below grade, or bolted to a rectangular foundation. Site selection will dictate the final decision. This large scale artwork will allow pedestrians to walk around the installation and will be easily visible to passengers on the busses or people walking by.

### **Island Site**

The sculpture could be installed on the north side of the plaza island area and sited close to the center of the site. This is the largest open area on the island with two shade structures to the NW and two shade structures to the NE. In order to install the concrete base only a minimum area of existing concrete would be cut out and removed from the island floor.

### **Foundation Details**

If the sculpture were installed on the island site a rectangular foundation would be used and engineered in the same manner as the Carbondale installation. **See Proposal #1/ foundation details.** The Selection Committee, GVT, and an SE will be consulted regarding foundation details.

### **Bus Entrance Site off South Street**

If a folded steel sculpture were installed at this site it would provide identity to the Bus Terminal and visibly to traffic on South and 5th Street.

### **Foundation Details**

A concrete foundation consisting of three concrete piers would be used if the sculpture were sited in this area. This approach would be similar to the Redding, CA project. Each of the 3 points of the sculpture that touch the ground will be welded to a circular steel plate. The plate will be primed and painted on the bottom during fabrication. Each of the (3) steel plates will be bolted to the concrete piers. Landscape material at a height of 10" to 12" can be planted under the artwork. The Selection Committee, GVT, and an SE will be consulted regarding foundation details.

## **"LOCAL MOTION", SYNERGY SERIES #8**

### **Scale/Color**

Scale is the most important design decision for a Public Art installation. Bringing the element of color into the design equation emphasizes the scale and establishes a visual identity for the site. Either orange T009-OGO1 or yellow T009-YLO1 will pop out "Local Motion" regardless of the site selected. The Bus Transfer Station has many visual distractions as is true for most urban environments. Color and scale will define the sculpture within this busy visual fabric.

**Visual Imagery**

"Local Motion" communicates progressive visual imagery with its energetic movement, simple yet complex spatial relationships, and innovative fabrication methods. The complex array of sculptural planes and angles produce a visual statement that reflects the multidimensional qualities of a busy urban area.

**Lighting**

The sculpture uses "natural light" as a central element within the structural design. The fabrication process of folding the steel plate creates deep recesses within the sculptural forms. These recesses produce a kaleidoscope of color and shadow that constantly change throughout the day depending on the lighting conditions. The color of the artwork, fabricated from painted steel, will seem to change from saturated hues on cloudy days to lighter surfaces on sunny days. Some of the forms will include perforated areas (1" diameter) that produce additional light patterns on the opposing solid steel surfaces and on the ground. Night lighting will accentuate the sequence of folded forms, creating deep shadows that contrast with the illuminated areas.

**Maintenance/Graffiti**

The sculpture will be sandblasted, a primer applied, and then the surfaces sprayed with several coats of liquid polyurethane. This process will produce a very durable finish. It will provide flexibility for long term maintenance because areas of the sculpture can be recoated on site. In addition an anti-graffiti agent can be added to the liquid coating process so that most graffiti can be removed with a light solvent.

**Model/Fabrication Process**

The steel model for Proposal #1 (elevated sculpture) is built to scale and shows the form, scale (4 to 1), and design of the proposed "Local Motion", Synergy Series #8 installation. The model is very helpful in understanding the design of the sculpture yet cannot duplicate the experience of a full scale version.

The process of creating a work in the "Synergy Series" begins by folding simple pieces of paper to create sculptural forms. These sculptural forms or concepts are then translated from paper into a foam board model. A steel maquette is constructed from the foam board model before fabrication of the large-scale work is initiated. During the folding process the exact angles of the folds are calculated from the maquette. A machine called a "break" is used to fold the steel plate to the exact specifications. The folded forms are transported by truck to the fabricator who welds them together under the artist's supervision. It is much like constructing a 3D puzzle. The perforated sections are also hand drilled by the fabricator after the design is marked on the steel by the artist. The entire sculpture is sandblasted, primed, and painted.

**Budget/Timeline**

The process of folding the steel creates a seamless work of art with the added benefit of reducing fabrication costs. The proposed budget describes allocation of funds and estimated expenses. Materials and transportation costs reflect today's prices. See attached budget. It will take approximately two to three months to complete the sculpture before transport to the site for installation.

**Working as a Team/Creating Sculpture**

In the production of "Local Motion" I will be working with fabricators, welders, a sandblasting company, painting company, engineering consultants, a trucking company, crane operator, and a local concrete company. I have successfully worked with my Denver area fabricators/contractors on previous projects and have a team ready to assist me.

**Working as a Team/Committee Interaction**

I am open to working with the committee in regards to final color selection and site placement. The committee and GVT will receive a copy of the foundation drawings from the SE for their review. I will remain in contact by email or phone throughout the project and will provide images of the work as the sculpture fabrication progresses. Questions or concerns can be addressed during each stage of fabrication/production.

**Experience**

I have 30 years experience in the arts and have large-scale sculptures permanently sited in Oregon, Idaho, Colorado, and California. I hold a B.F.A. in Sculpture from the University of Oregon and a minor in Landscape Architecture. My education and experience in both disciplines is a valuable asset when evaluating a potential site and/or integrating artwork within an existing environment. For 9 years I worked as an assistant sculptor to Jan Zach, internationally known Czech/American sculptor, on several large-scale projects. These years provided a strong foundation for the process of fabricating, siting, and installing public art. In addition to my permanently sited work, many of my sculptures have also been selected for public art installations and are being shown as part of community public art programs. My work has been published both locally and in national publications. "Get-Set-Go", Synergy Series #3, was on the front cover and the featured article, "The Evolution of a Public Sculpture Project", for the 2008 Winter issue of Sculptural Pursuit magazine.

**Budget****"Local Motion", Synergy Series #8****Proposal #1 - After Visit To Site****Suspended folded steel sculpture, perforated sections**

7'3"H x 9'0"W x 8'3"D dimensions of sculptural forms

13'0"H x 1'0" Diameter - dimensions of steel column bolted to concrete foundation

16'6"H x 9'0"W x 8'3"D - overall dimensions

3 carbon steel plates (4' x 8' x 3/8") @ \$500/sheet	\$1500
water-jet cutting 6 steel forms @ \$75/form subcontracted by Dino Fab	\$ 450
Steel preparation prior to folding by Dino Fab @ \$100/form	\$ 600
Folding of 6 steel forms by Western Steel & Die - Denver, CO @ \$200/form	\$1200
Fabrication of sculpture by Dino Fab @ \$1000/form	\$6000
12" diameter x 13'0" length steel column and 1 inch thick 3'0" diameter base plate with gussets/fabrication	\$2150
Sand blasting sculpture by Empire Trucking - Denver, CO	\$ 400
Painting, primer and primer fill by Empire Truck - Denver, CO	\$2500
Transport sculpture to and from various vendors by Dino Fab	\$ 700
Engineered foundation drawings, building permits, foundation/sculpture base (1) 36-42 inch diameter concrete pier Note: This may vary depending on SE report	\$3000
Trucking costs from Sedalia, CO to Grand Junction, CO	\$1500
Custom j-bolt configuration to be placed in foundation for bolting the sculpture to the foundation/sculpture base	\$ 500
Sculpture installation, crane, labor, and site clean up	\$ 700
Insurance	\$ 300
Artist's commission/expenses @ 15% to 20% of project	<u>\$4500</u>
<b>Total</b>	<b>\$26000</b>

**Project Timeline: 2 to 3 months depending on subcontractor scheduling**

**Budget****"Local Motion", Synergy Series #8****Proposal #2****Large scale folded steel sculpture, perforated sections**

9'7"H x 7'0"W x 5'7"D

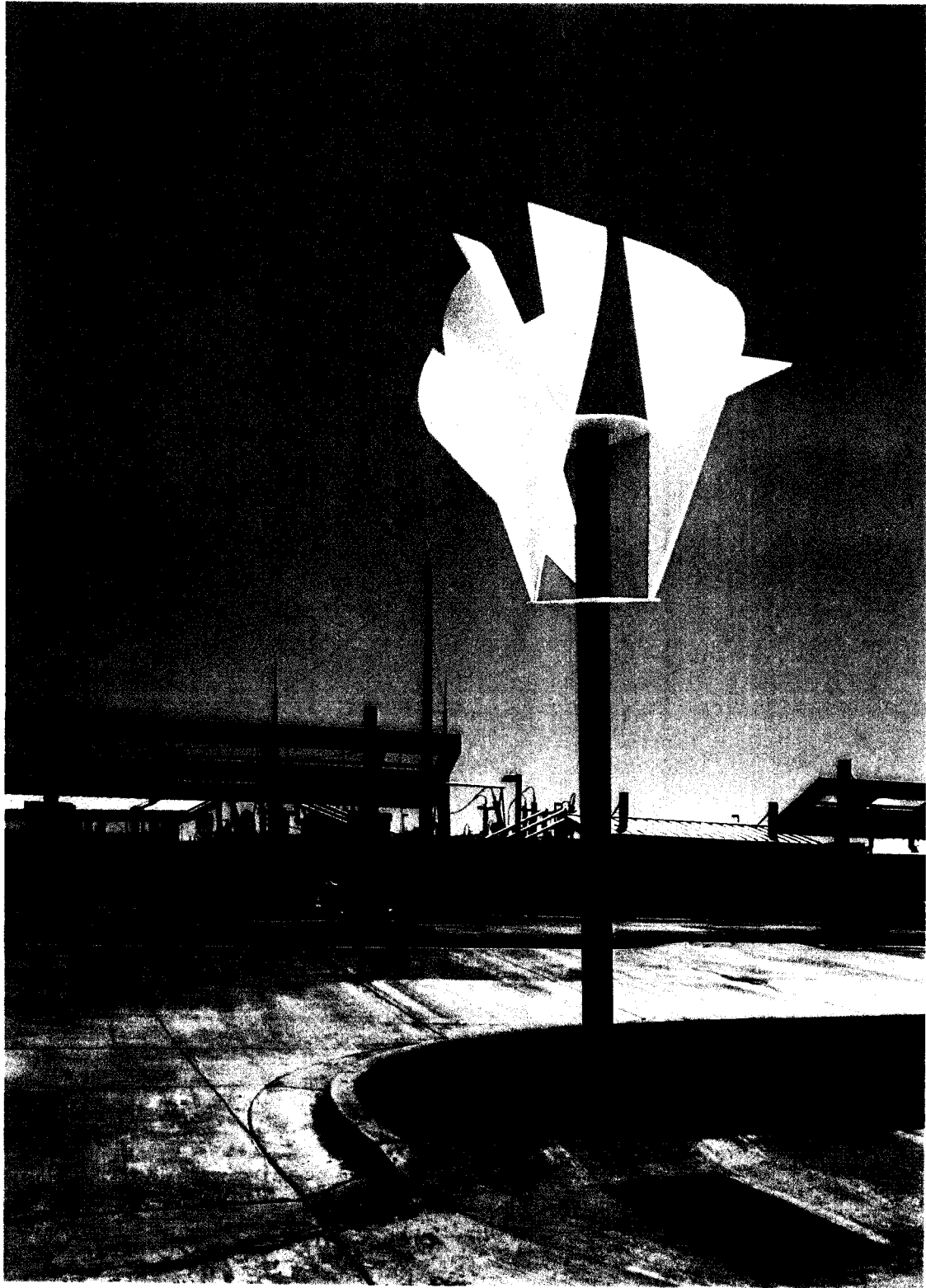
Three points bolted to concrete foundation

2 carbon steel plates (5' x 12' x 3/8") @ \$760/sheet	\$1520
water-jet cutting 4 large steel forms @ \$125/form subcontracted by Dino Fab - Sedalia, CO	\$ 500
Steel preparation prior to folding by Dino Fab @ \$150/form	\$ 600
Folding of 4 steel forms by Western Steel & Die - Denver, CO @ \$200 per form	\$ 800
Fabrication of sculpture by Dino Fab @ \$2000/form and three 14" diameter base plates	\$8000
Sand blasting sculpture by Empire Trucking - Denver, CO	\$ 400
Painting, primer and primer fill by Empire Trucking - Denver, CO	\$2900
Transport sculpture to and from various vendors by Dino Fab	\$ 700
Engineered foundation drawings, building permits, foundation/sculpture base (3) 24 inch diameter concrete piers	\$3000
Trucking costs from Sedalia, CO to Grand Junction, CO	\$1500
Epoxy and set 9 stainless steel rods to set and bolt the sculpture to the foundation/sculpture base or j-bolt configuration	\$ 580
Sculpture installation, crane, labor, and site clean up	\$ 700
Insurance	\$ 300
Artist's commission/expenses @ 15% to 20% of project	<u>\$4500</u>
Total	\$26000

**Project Timeline: 2 to 3 months depending on subcontractor scheduling**



William W. Mueller



"Local Motion"

Proposal #1, Site #2

folded perforate steel  
16'6"H x 9'0"W x 8'3"D

William W. Mueller



“Local Motion”

Proposal #1, Site #1

folded perforated steel  
16'6"H x 9'0"W x 8'3"D

William W. Mueller

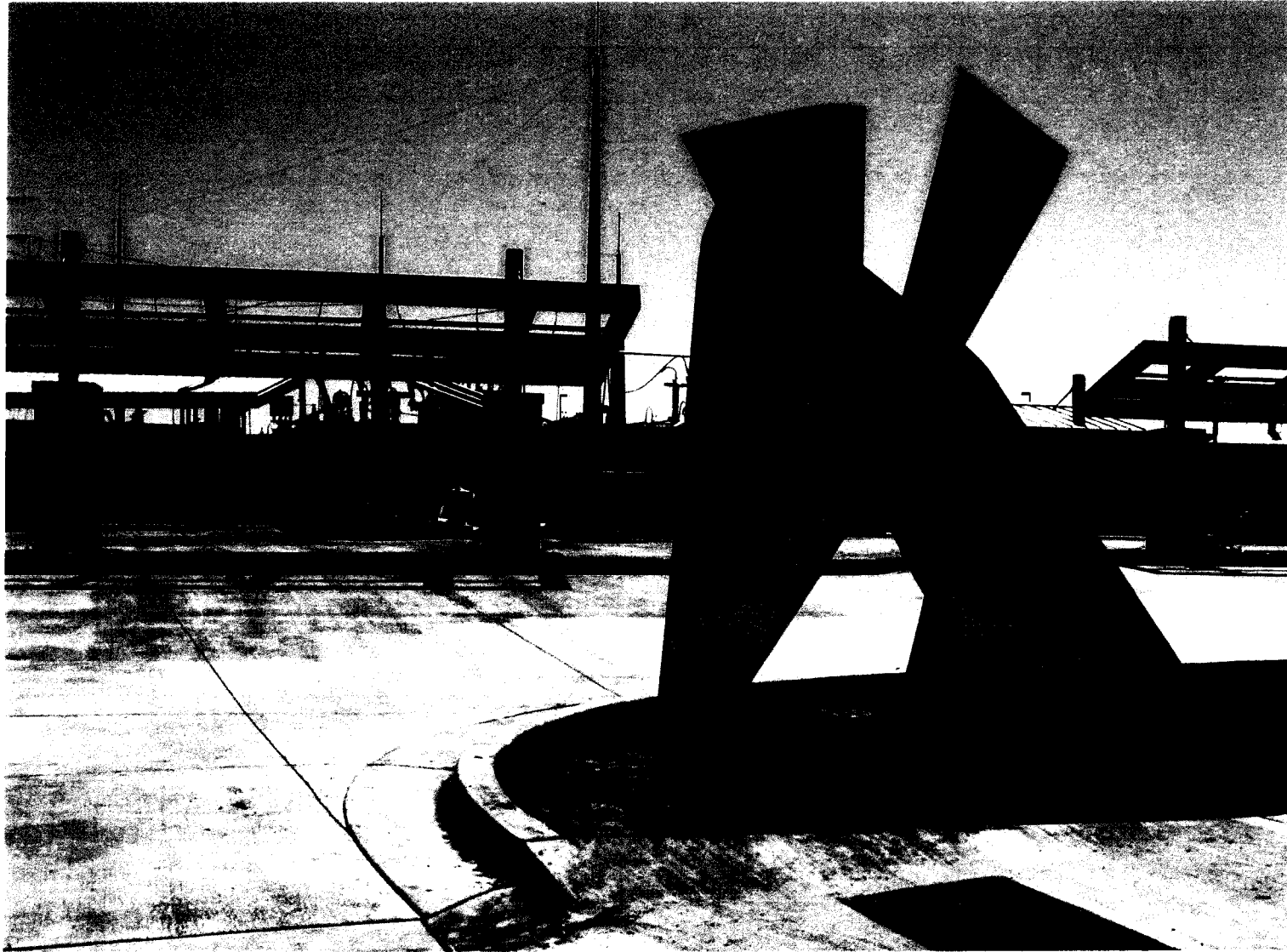


“Local Motion”

Proposal #2, Site #1

folded perforated steel  
9'7"H x 7'0"W x 5'7"D

William W. Mueller



"Local Motion"

Proposal #2, Site #2

folded perforated steel

9'7"H x 7'0"W x 5'7"D