



arts +  
culture  
CITY OF PHOENIX

# CALL TO ARTISTS

## PRE-QUALIFIED ARTIST ROSTER FOR GENERAL OBLIGATION BOND PROGRAM PUBLIC ART PROJECTS

### DEADLINE FOR RECEIVING APPLICATIONS

August 1, 2025  
5:00 PM Arizona Time

### ARTIST INFORMATION SESSION (virtual)

June 30, at 12:00 PM Arizona Time

### EMAILED QUESTIONS DUE TO PROCUREMENT OFFICER

July 25, 2025 at 12:00 pm Arizona Time

### PROCUREMENT OFFICER:

Romeo Rabusa  
Email: [Romeo.rabusa@phoenix.gov](mailto:Romeo.rabusa@phoenix.gov)  
Phone: 602-534-8334



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## PUBLIC ART PROJECT AT A GLANCE

Project Name	PRE-QUALIFIED ARTIST ROSTER FOR GENERAL OBLIGATION BOND PROGRAM PUBLIC ART PROJECTS
BUDGET	Total funding for public art across all four propositions included in the GO Bond Program is \$3.685 million. Detailed budget information can be found on p. 6
ELIGIBILITY	Open to professional artists and artist teams 18 years or older who reside in the United States.
VIRTUAL ARTIST INFORMATIONAL SESSION	June 30, 2025, at 12:00 PM Arizona Time. ( <a href="#">Webex link</a> ) The session will be recorded and made available online.
EMAIL INQUIRES DUE	July 25, 2025, at 12:00 pm to Romeo Rabusa at <a href="mailto:romeo.rabusa@phoenix.gov">romeo.rabusa@phoenix.gov</a>
<b>DEADLINE TO APPLY</b>	<b>August 1, 2025, at 5:00 pm</b>
APPLICATION LINK	<a href="https://PublicArtist.org">PublicArtist.org</a>
ABOUT GENERAL OBLIGATION BOND PROGRAM	<a href="#">GO BOND Program</a>
OUR WEBSITE	<a href="#">Phoenix Office of Arts and Culture</a>

## SECTION I – ABOUT US

### The City of Phoenix Office of Arts and Culture

The City of Phoenix Office of Arts and Culture (POAC) was established in 1985 to champion and sustain the City's arts and culture community to make Phoenix a great place to live, work, and visit.

### Our Commitment

City of Phoenix Office of Arts and Culture believes in fair treatment, access, and opportunity for all individuals. Our equity strategy aims to identify and eliminate barriers that have prevented marginalized groups' full participation in the agency's programs and to strengthen equity, diversity, and inclusion in the arts and culture sector for Phoenix residents.

The City of Phoenix fully endorses and supports the concept of equal business and employment opportunities for all persons, regardless of race, color, age, sex, religion, national origin, genetic information, marital status, disability, sexual orientation, or gender identity or expression.

### Land Acknowledgement

City Phoenix Arts and Culture acknowledges that modern-day Phoenix is on the traditional lands of the Akimel O'odham (Pima) and the Tohono O'odham and before that their ancestors (Hohokam) as well as the Pee-Posh (Maricopa). We honor the elders of both past and present, as well as future generations that enable us to live here today. Further, we acknowledge the sovereignty of the 22 Tribal Nations who continue to steward the lands that make up the state of Arizona.

## SECTION II – SCOPE OF WORK AND PROJECT DESCRIPTION

City of Phoenix Office of Arts and Culture requests qualifications from professional artists working in a variety of media and artistic approaches for its Pre-Qualified Artist Roster for the General Obligation Bond Program (GO Bond). **Artists selected for this Roster will be eligible for GO Bond funded projects over the next three years.** POAC seeks artists whose works advance the public's understanding of contemporary art, enhances the aesthetic quality and user experience of civic spaces, and demonstrates collaboration with communities.

Current GO Bond opportunities are listed below. Many of the projects are in the early stages of planning which will allow the selected artists to work collaboratively with the respective design teams and surrounding communities. Specific public art goals will be established as each project develops to conceptual design and will be used to select artists from the Roster for each opportunity. **Scopes of work may include functional artwork, iconic stand-alone artwork, or integrated design enhancements.**

To learn more about the General Obligation Bond Program, visit:

<https://www.phoenix.gov/administration/departments/budget/general-obligation-bond.html>.

## PROPOSITION 1 PUBLIC ART PROJECTS

### **Fire Station 7**

An artist, or artist team, will be commissioned to collaborate with the design team to integrate public artwork into the new Fire Station #7. This initiative involves acquiring three acres of land near 4th Street and Townley Avenue, where a new 18,000 square foot, two-story, four-bay fire station will be constructed. The upgraded facility will support additional emergency response personnel and equipment.

### **Fire Station 13**

An artist, or artist team, will be commissioned to collaborate with design teams to integrate public artwork into the new Fire Station #13 project. This initiative involves acquiring three acres of land near 50th Street and Thomas Road, where a new 18,000-square-foot, two-story, four-bay fire station will be constructed. The upgraded facility will support additional emergency response personnel and equipment.

### **Fire Station 15**

An artist or artist team will be commissioned to collaborate with the design team to create site specific public artwork that enhances the exterior environment of the new Fire Station #15. Located at 4900 N. 45th Ave, where a new 18,000-square-foot, four-bay fire station with a Community Room will be constructed. The upgraded facility will support additional emergency response personnel and equipment.

### **Fire Station 51**

An artist or artist team will be commissioned to collaborate with the design team to create site specific public artwork that enhances the exterior environment of the new Fire Station #51. Located near 43rd Avenue and State Road 303, where a new 28,000-square-foot, five-bay fire station and a District Office with Bay will be constructed to support additional emergency response personnel and equipment.

## PROPOSITION 2 PUBLIC ART PROJECTS

### **Desert View Civic Space and Branch Library**

An artist, or artist team, will be commissioned to work with the design team to integrate public artwork into the Desert View Civic Space and Branch Library project. The project will design and construct a new 13,000-square-foot branch library, which is expected to include a meeting space, programming area, computers, study rooms, and library materials, enhancing community engagement and access to resources.

### **Estrella Civic Space and Branch Library**

An artist, or artist team, will be commissioned to work with the design team to integrate public artwork into the Estrella Civic Space and Branch Library project. The project will design and construct a new 13,000-square-foot branch library as part of the Estrella Village Civic Space. The library is anticipated to include a meeting space, programming area, computers, study rooms, and library materials, providing essential resources and fostering community engagement.

## PROPOSITION 4 PUBLIC ART PROJECTS

### **Choice Neighborhoods – Girasol Development**

An artist, or artist team, will be commissioned to work with the design team to integrate public artwork into the Choice Neighborhoods Girasol Development. GO Bond funds will help cover the costs for construction, materials, and labor to complete the final phase of the redevelopment in the Edison-Eastlake Community (EEC). Girasol, located on the former Sidney P. Osborn public housing site, will consist of 364 new, modern, mixed-income rental housing units and will include the redevelopment of the former Kana Park. Girasol, being developed in three phases, will enhance the EEC with both affordable and market-rate housing options.

### **McDowell Senior Center**

This project will renovate the historic McDowell Senior Center located along the Miracle Mile. Renovations include modernizing HVAC equipment, updating the electrical and plumbing systems, and restoring the building façade. An artist will be commissioned to work with the design team to integrate artwork that supports the preservation of this historic building and improves the visitor experience.

### **Estimated Timeline**

June 23, 2025	Call to Artists Released
June 30, 2025	Artist Information Session (virtual) at 12:00 pm
July 25, 2025	Deadline for questions to procurement officer at 12:00 pm
<b>August 1, 2025</b>	<b>Application Deadline at 5:00 pm (Arizona Time)</b>
August 2025	Selection panel reviews applications and recommends artists to be included in the Roster
September 16, 2025	Arts & Culture Commission approval of Roster
Late September 2025	Begin awarding individual project commissions

### **Budget**

The GO Bond Program includes four distinct propositions. Funding for public art cannot be shared between the propositions. Total funding for public art across all four proposition is approximately \$3,685,000. See below for a breakdown of funding, per proposition. **Individual project budgets will range from \$50,000 to \$600,000.** *NOTE: Public art projects for Proposition 3 are not included in this Roster. A separate Call to Artists for Proposition 3 will be issued at a later date.*

PROPOSITION 1	\$1,600,000
PROPOSITION 2	\$890,000
PROPOSTION 3	\$615,000
PROPOSTION 4	\$580,000

### SECTION III – RESPONSE INFORMATION

**Cost:** There is no fee to apply to this RFQu.

**Deadline to apply:** Applications must be received no later than 5:00 pm (Arizona Time) on August 1, 2025. Late applications will not be considered.

**Eligibility:** This opportunity is open to any professional artists who reside in the United States with the **demonstrated ability to meet the criteria** (SEE SECTION IV – EVALUATION & SELECTION), regardless of race, ethnicity, gender, age or experience level. No previous public art experience is required to apply. Arizona artists are strongly encouraged to apply. Teams are eligible to apply but must designate a lead applicant for communication purposes.

City of Phoenix employees and Phoenix Arts and Culture Commissioners and their immediate family members, and selection panelists and the panelists' immediate families are excluded from participating in this project. **Applications from Artists' representatives, managers, or galleries will not be accepted.**

**Applicant Pool:** Applicants to this RFQu may be considered for similar public art project opportunities developed by the City of Phoenix Office of Arts and Culture.

**Application Materials:** Applications must be submitted online via [www.PublicArtist.org](http://www.PublicArtist.org). Do not mail or email applications or original artwork. Applicants are strongly encouraged to retain a complete copy of their application for their records.

You can find more information at [www.phoenix.gov/arts](http://www.phoenix.gov/arts). Applicants can also receive support by contacting PublicArtist.org at [info@publicartist.org](mailto:info@publicartist.org) or 210-701-0775.

1. Letter of Interest (400-word limit) - Think of this as a job application and your cover letter. Be as succinct as possible. Describe why you are interested in these opportunities and highlight any relevant experience.
2. Resume or CV (3-page limit per team member) - Current professional resume or curriculum vitae (CV) including vendor's name, address, email, and phone number. Teams must submit one resume/CV per team member merged into one PDF file.
3. Work Samples – Ten (10) digital images or videos of previously created work in a .jpg format. Do not add text to your images. We recommend using only one photograph or video per work sample. Collaging more than one image together may reduce the panelists' ability to see your work clearly. Each image or video must contain budget information. Follow [www.PublicArtist.org](http://www.PublicArtist.org) guidelines for sizing.

**Contact information:** The City of Phoenix contact for this Call is Romeo Rabusa, Procurement Officer (the "City Contact"). Any questions relating to this Call shall be directed to Romeo Rabusa at [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov) or 602-534-8334. To be considered, such questions must be received by December 2, 2022, at 12:00 noon (Arizona Time).

If a Respondent believes that any portion of this Call is ambiguous, inconsistent or contains an error, the Respondent shall promptly notify the City Contact of the apparent discrepancy before July 25, 2025. If the Respondent fails to notify the City Contact of the discrepancy before that date, the Respondent' shall be deemed to have waived any such claim of ambiguity, inconsistency, or error in this Call.

**Helpful Links:** Several online and video resources for application guidance are available from the Phoenix Office of Arts and Culture and PublicArtist.org:

- Public Art 101 Digital Classroom Lesson 1 – Applications and Selection Process (VIDEO)  
<https://youtu.be/tZLBnbXH1mo>
- Artist FAQs – <https://www.publicartist.org/FAQ.cfm>
- Artist's Guide (PDF) –  
<https://www.phoenix.gov/artssite/Documents/2019.10.29Artist's%20Guide%20to%20the%20Phoenix%20Public%20Art%20Program.pdf>

#### SECTION IV – EVALUATION AND SELECTION PROCESS

A selection panel will be convened by the Phoenix Office of Arts and Culture to review applications received and make recommendations to the Arts and Culture Commission. Members of the panel may include art and design professionals, city staff, and community members. Non-voting advisors to the panel may include additional city staff and members of the design team.

Responses to this Call should be concise, well organized and provide the requested information. Applications lacking the necessary information will not be considered.

At the selection panel meeting, artist applications will be scored using the following criteria:

Criteria Description	Points
1. Work samples submitted are of professional quality and demonstrate artistic quality of previously completed work of a similar scope and scale.	20
2. Potential to create an impactful design for these public opportunities. (Work samples should show the <i>potential</i> for you to design an integrated public art concept. Please do not submit proposals.)	10
3. Experience in collaborative design work and community engagement. (Collaborative work experience can be described in your Letter of Interest and does not have to be art related.)	10

Once the Roster is established, scopes of work for each project opportunity will be further developed. Artists included in the Roster will be notified when additional selection panels are assembled to review the Roster and make recommendations for each project opportunity. It is anticipated that all artists will be selected by Spring 2028.



## SECTION V – TRANSPARENCY POLICY

Beginning on the date this RFQu is issued and until the date a contract is awarded or the RFQu withdrawn, all persons or entities that respond to this RFQu for the services outlined below, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the “Respondent”) must refrain from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Respondents may continue to conduct business with the City and discuss business that is unrelated to the solicitation with City staff.

Respondents may discuss their proposal or this RFQu with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Romeo Rabusa, Procurement Officer, conducted in person at 200 W. Washington St., Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter and invite the public to participate. Romeo Rabusa’s contact info is [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov) or (602)534-8334.

This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. RESPONDENTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.

## SECTION VI – TERMS AND CONDITIONS OF THE CALL

Any Respondent that submits a response to this Call shall be deemed to agree to the following terms and conditions if they perform work for the City of Phoenix (the “City”):

**Incurred Costs:** Each Respondent will be responsible for all costs incurred in preparing a response to this Call. All materials and documents submitted by the Respondent in response to this Call or any additional requests for materials and documents made by the City for evaluation pursuant to this Call will become the property of the City and will not be returned. Respondents selected by the City to move forward in this project may be eligible to receive assistance with costs incurred as part of this Call to Artists. Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on project budget. Further information will be provided as deemed appropriate by the City.

Respondents should assume that no reimbursement will be provided unless the City explicitly indicates otherwise.

**Reservation of Rights by City:** The City is not obligated to accept any submittal or to negotiate with any Respondent. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all

submittals, and to be the sole judge of the Respondents best suited for the City.

The issuance of this Call and the acceptance of any response to this Call does not constitute an agreement by the City that any contract shall actually be entered into by the City.

**Right to Disqualify:** The City reserves the right to disqualify from consideration for any City work any Respondent who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify from consideration for any City work any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the Respondent or discovered through any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFQ response, each Respondent waives any right to object now or at any future time, before anybody or agency (including, but not limited to, the City Council of the City or any court) as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City.

**Applicable Law:** Any and all disputes arising under any contract resulting from this Call or otherwise in connection with this Call, shall be governed according to the laws of the State of Arizona, and the Respondent submitting a Call response agrees that the venue for any action brought to enforce provisions of a contract resulting from this Call shall be in the State of Arizona.

**Compliance with Laws:** Respondents who successfully obtain a City contract shall comply with all applicable laws, ordinances, statutes, codes, rules and regulations in the course of performing their duties under the contract.

**No Verbal Agreements:** No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of any contract, if any, shall affect or modify any of the terms or obligations contained or to be contained in such contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or any Respondent selected from the Call to enter into an agreement. All agreements shall be made in writing and contract changes shall be made by written amendment signed by both parties.

**Non-waiver of Liability:** The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Respondent submitting a Call response agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

**Fund Appropriation Contingency:** The continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

## **SECTION VII – ADDITIONAL TERMS AND CONDITIONS**

The following terms and conditions shall apply, be incorporated and made a part of any contract resulting from this RFQu:

**Employment Disclaimer:** Any Respondent that enters into a contract with the City as a result of this RFQu agrees it is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract. The Respondent shall agree that no individual performing under such contract on behalf of the Respondent will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Such Respondent shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

**Legal Worker Requirements:** The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Respondent who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, any Respondent that enters into a contract with the City as a result of this RFQu agrees that:

1. The Respondent, and each subcontractor it uses, warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, Subsection A.
2. A breach of warranty under paragraph a. shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
3. The City retains the legal right to inspect the papers of the Respondent or subcontractor employee(s) who work(s) on the contract to ensure that the Respondent or subcontractor is complying with the warranty under Paragraph a.

**Lawful Presence Requirement:** Any Respondent that enters into a contract with the City as a result of this RFQu agrees that pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, if Respondent is a person, Respondent will agree to produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

**Transactional Conflicts of Interest:** Each Respondent that enters into any contract resulting from this RFQu submittal agrees that the contract is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.

**General Insurance Requirements:** Vendors selected for City of Phoenix projects must procure and maintain insurance until all its obligations under the resulting agreement have been discharged, including any warranty periods. These insurance requirements are minimum requirements and in no way limit the indemnity covenants. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Vendor from liabilities that might arise from or in connection with the performance of the contract services by the Vendor, its agents, representatives, employees or subcontractors.

## 1. COVERAGE LIMITS

The selected Vendor(s) shall provide coverage with limits of liability not less than those stated below.

### A. Commercial General Liability

The policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence	\$1,000,000

### B. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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#### Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- i. The policy shall contain a waiver of subrogation against the City of Phoenix.
- ii. Vendor's subconsultants shall be subject to the same minimum requirements identified above.
- iii. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### C. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the contract.

Combined Single Limit (CSL)	\$1,000,000
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- i. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor.
- ii. Vendor's subconsultants shall be subject to the same minimum requirements identified in this section.
- iii. Vendor's insurance coverage must be primary and non-contributory with respect to all other available sources.

**Notice of Cancellation:** For each insurance policy required by the insurance provisions of a resting agreement, the Vendor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

Romeo Rabusa, Procurement Officer

City Phoenix Office of Arts and Culture  
200 W. Washington Street, 10<sup>th</sup> Floor  
Phoenix Arizona 85003-1611  
Email: [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)  
Phone: (602)534-8334

**Verification of Coverage:** Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by a resulting agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before any Services commence under this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Services under this Agreement and remain in effect as specified in the first paragraph of this Section VI. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

All certificates required by a resulting agreement must be sent directly to the City Contact.

The City contract number must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

**Subcontractors:** Vendor's certificate(s) must include all subcontractors as additional insureds under its policies or Vendor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

**Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the City and its officers, agents, and employees from and against all Claims (as defined below) suffered or incurred by the City as a result of any claim that the Artwork, the Artwork Design, or any other work or service provided by the Vendor in connection with this Agreement, infringes any patent, copyright, trademark, trade secret, or other intellectual property right(s) of a third party.

1. Indemnification of City

The Vendor shall indemnify, defend, and hold harmless the City and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions, of the Vendor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. The Vendor must indemnify Indemnitee from and against any and all Claims, except those arising solely from the Indemnitee's own negligent or willful acts or omissions. The Vendor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Vendor agrees to waive all rights of

subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Vendor under this provision survive the termination or expiration of this Agreement.

2. Vendor's Obligations for Work of Third Party

If any part of the Vendor's Services depends on proper execution or results upon the work of a third party, the Vendor shall immediately report to the City any apparent discrepancies or other defects in such other work that renders it unsuitable for proper execution or results. The Vendor shall not be responsible for any liability or failure to fulfill the Vendor's obligations due to such reported discrepancies or defects.

\*\*\*\*\* END \*\*\*\*\*