

CALL TO ARTISTS REQUEST FOR PROPOSALS (REVISED WITH NEW SCHEDULE)

ANNOUNCEMENT

Public ARTWORKS, a committee of Lycoming Arts, a 501c(3) non-profit organization with an address at 46 West Fourth Street, Williamsport, PA 17701, is seeking proposals from qualified artists to design, develop and install an art piece located at 329 Pine Street, Williamsport, PA. (aka the CareerLink Building.) Note: PA CareerLink is a tenant of this building, but this entity is not affiliated with this Call to Artists.

PUBLIC ARTWORKS INITIATIVES

Over the past twenty years, Public ARTWORKS has endeavored to expand the availability of public art throughout various locations in the Greater Williamsport Area. These art pieces have various community-oriented and/or historical themes that recognize, showcase and celebrate area's rich cultural heritage. Examples of previously installed art pieces either directly sponsored by or produced and installed in consultation with Public ARTWORKS (along with the retained artist) include:

- Shad Run by Joseph McConnell
- Heart of Downtown by Jason Burgess
- Twisting Torso by Brian Flynn
- What Lies Below by Michael Paterson
- Bound to Bloom by Michael Paterson
- Germination by Roger Shipley
- UNDERCURRENT by Fred Gilmour
- Avenue of the Arts by David Stabley

More information about Lycoming Arts/Pubic ARTWORKS initiatives can be found by visiting our website at lycomingarts.org.

PROJECT DESCRIPTION & BUDGET

The site for this art piece is to be situated externally at the southeast corner of the CareerLink Building located in the heart of the downtown Williamsport Business District.

PROJECT LOCATION MAP



Interested artists are highly encouraged to visit the building site and familiarize themselves with site conditions, including careful examination of the building's exterior wall panels to determine how the art piece would be applied or affixed to the building as certain wall material is either missing or may need to be repaired or replaced to accommodate the proposed art project, subject to the direction and approval of the building owner. The building owner would arrange for building repair work, if deemed necessary, to accomplish the art project. For these reasons, we are being flexible in the overall project design and construction approach in terms of the overall size of the artwork and its exact method of placement on the building. The restrictions we are imposing on the project are as follows:

- The art theme/subject matter and visuals should not be contentious or controversial.
- The art project and its construction methods cannot pose public safety concerns and must be of a durable weather and windproof nature.
- The artist shall be responsible for installation.
- The art piece must comply with regulatory controls in accordance with City ordinances, permits etc.
- The final project cost should not exceed \$ 7,000, including installation.
- Public ARTWORKS is in the process of cataloguing these art pieces for public awareness and distribution in the near future and requires the successful artist to cooperate fully to ensure the newly installed piece is properly documented in this upcoming catalogue portfolio.

PROPOSAL SUBMISSION REQUIREMENTS

- Provide your name, address, phone number, email and any other necessary contact information in your proposal cover letter. Include a Curriculum Vitae (CV)/bio of your qualifications and a listing of any exhibitions or publications that have featured your work.
- Provide examples and images, if possible, of artistic work commissioned by others and include no more than three references along with their contact information.
- Provide sufficient detail in your technical proposal to clearly identify the artistic theme, overall dimensions of the art piece, suggested building placement area, and construction plan that includes the staging area and materials that are needed to construct and install the piece on the wall surface. An artist rendering should be supplied. A written narrative is encouraged to support the chosen art piece theme and design. Delivery and storage of materials, including transportation, is the responsibility of the artist. Neither Public ARTWORKS nor the building owner shall be responsible for storage or security of any materials or supplies left on-site during installation.
- If City of Williamsport (or other) permits or regulatory approvals are needed to undertake the project, the artist should research this matter and advise Public ARTWORKS accordingly. It will then be determined by Public ARTWORKS how compliance will occur.
- Provide a maintenance plan that properly preserves the art piece. The art piece should be durable and not require frequent and/or costly maintenance or be easily susceptible to damage.
- Provide an itemized budget of labor, expenses and any other cost-related items. Payment
 will be provided upon project completion and satisfactory physical inspection by Public
 ARTWORKS. Partial advance payment may be considered but is not guaranteed and
 would be negotiated prior to contract execution.
- Provide a realistic project development schedule including a timeline when construction work could start and be completed. Please note, we have revised the project development schedule. Under the new schedule, assume a Notice to Proceed no later than January 1, 2026 with project completion by June 30, 2026. A written time extension may be granted due to inclement weather issues or other circumstances outside the selected artist's control subject to approval by Public ARTWORKS.

- The deadline for proposal submission has been extended to September 30, 2025. Late proposals will not be accepted. All proposals shall be submitted via email to lycomingarts+paw@gmail.com
- Questions during proposal preparation should be directed to the above email address no later than September 25, 2025.

PROJECT SELECTION & CONTRACTING PROCESS

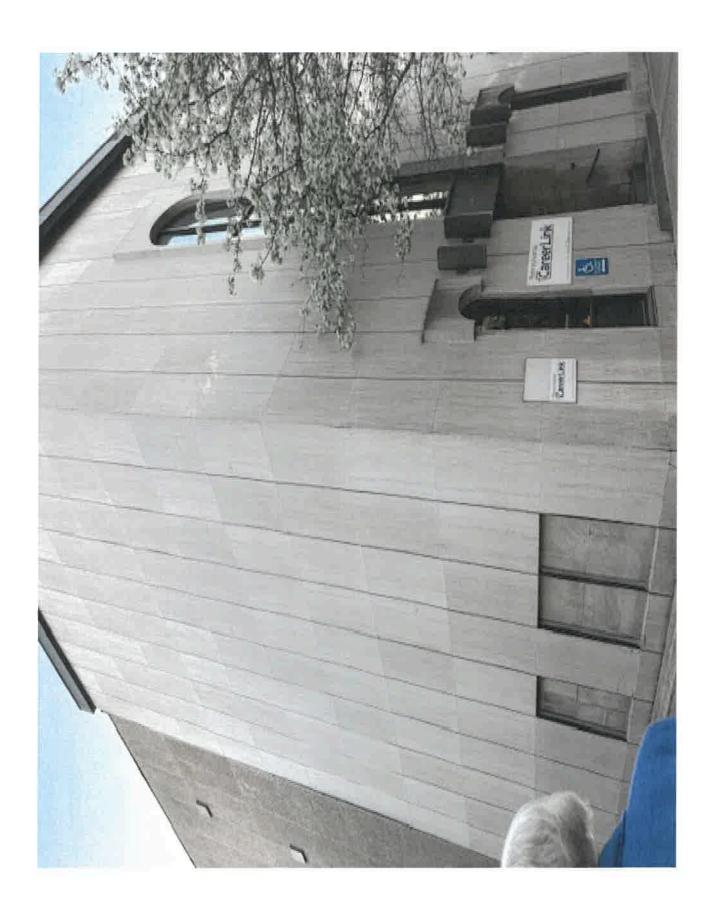
Public ARTWORKS Board members will comprise the team that will select the winning proposal. Once proposals are reviewed, the selection team will shortlist up to three proposals for in-person interviews. Virtual interviews may be considered, as determined by the selection team. The selection team will consider overall proposal creativity, historical and community context, constructability given site conditions, prior artistic work undertaken by the artist (along with comments from references), realistic schedules and cost estimates. Public ARTWORKS will retain in its files all proposals received for future reference. Public Artworks reserves the right to reject any and all proposals.

The successful artist will be required to enter into a standard contract with Lycoming Arts prior to any work being performed or costs incurred. Please note, this contract will include a Release and License Agreement along with an Assignment of Copyright. (Refer to the attachment)

PUBLIC OUTREACH

Public Art is just that, public, and we should make the public part of the process. Therefore, the successful artist will be asked to participate in a "Meet the Artist" event sponsored by Lycoming Arts. The artist will be asked to assist in preparation of this public event as press releases and photos of the art piece are typically undertaken. An "unveiling" public ceremony can be part of this event or held separately. and this will be determined by Public ARTWORKS in consultation with the Lycoming Arts Board at a later date once the project is completed. If the artist has additional public outreach ideas, please include those ideas in your proposal. Please note, however, that acceptance of an artist's proposal does not guarantee Public ARTWORKS or Lycoming Arts' implementation of the artist's public outreach suggestions.

A photo of the building is provided on the next page for your reference.



RELEASE AND LICENSE AGREEMENT

This Release and Licen	se Agreement ("Agreement") is	made and entered i	nto by and
between	("Artist"), with an address at		, and
Lycoming Arts d/b/a PublicArt	tworks ("Organization"), with an	address at 46 Wes	t 4th Street,
Williamsport, PA 17701.			

Recitals

WHEREAS, Artist has created, or intends to create, an original work of art in connection with the PublicArtworks program organized by Organization; and

WHEREAS, Organization desires to photograph the Work and the Artist, which may include the process of creating the Work, to use such photographs and the Artist's name and likeness in various media for promotional, marketing, and commercial purposes, and to take such other action related to the Work and Artist as described in this Agreement.

NOW THEREFORE, incorporating the above recitals, the Parties hereby agree as follows:

1. Grant of Rights and Release

- (a) Photographs and Videos of the Work: Artist grants Organization a non-exclusive, royalty-free, perpetual license to photograph and video record the Work and to use, reproduce, distribute, sell, and publicly display such photographs and video in any media now known or hereafter developed, including but not limited to print, online, and social media platforms, for any purpose, including but not limited to educational, project awards, public relations, marketing, tourism, arts fundraising, generating revenue, and any other commercial or promotional purposes.
- (b) Artist's Name and Likeness: In connection with Artist's creation of the Work, and Photographs and Videos of the Work as described in Section 1(a) above, Artist grants Organization a non-exclusive, royalty-free, perpetual license to use Artist's name, image, and likeness, in any media now known or hereafter developed, including but not limited to print, online, and social media platforms, for any purpose, including but not limited to educational, project awards, public relations, marketing, tourism, arts fundraising, generating revenue, and any other commercial or promotional purposes.

2. Copyright and Reproduction

- (a) Should the Artist register the Work for a copyright with the US Copyright Office, the Artist shall provide Organization with a copy of the application for registration, the registration number, and the effective date of registration.
- (b) Unless assigned by Artist pursuant to an Assignment of Copyright, the Artist retains all copyrights in the Work. Artist grants Organization a perpetual, assignable, non-

exclusive royalty-free license to make, or cause to be made, photographs, videos, reproductions, replicas, and models of the Work for any of the purposes referenced in Section 1 above.

- (c) The following are illustrative of some of the permissible uses and reproductions of the Work: fundraising for public art, reproduction in exhibition catalogues, brochures and pamphlets, depictions on Organization's website, project awards, social media, books, slides, photographs, postcards, posters, and calendars, art magazines, slides, filmstrips, and television.
- (d) Subject to the reasonable limitations of the medium used, Organization will strive to include attribution to the Artist, if possible and feasible.

3. Moral Rights

Artist retains all moral rights to the Work as provided by the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, to the extent applicable.

5. Representations and Warranties

Artist represents and warrants that they are the sole creator of the Work and have the right to grant the licenses described in this Agreement.

6. Indemnification

Artist agrees to indemnify and hold harmless Organization from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of the representations and warranties set forth in this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of a Court having original jurisdiction in Lycoming County, Pennsylvania.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

<SIGNATURES ON NEXT PAGE>

written.	
Artist:	
Date:	
Lycoming Arts:	
Date:	

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

ASSIGNMENT OF COPYRIGHT

Recital

("Assignor") created an original work of art titled (the "Work"), a depiction of which is attached hereto as Exhibit A, pursuant to the PublicArtworks program organized by Lycoming Arts d/b/a PublicArtworks. Assignor warrants and represents to Lycoming Arts d/b/a PublicArtworks ("Assignee") that they are the original author of the Work, and that no other person or entity can claim ownership or authorship of the Work or any part thereof.				
Assignor intends the Work to be the sole and exclusive property of Assignee. Assignor is executing this Assignment to ensure that Assignee is considered the legal owner of the Work for purposes of the Copyright Act of 1976, as amended.				
Assignment				
The undersigned, ("Assignor"), for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns to Lycoming Arts d/b/a PublicArtworks ("Assignee"), any and all right, title, and interest in and to all copyrights in the Work. Assignor represents that they have the legal right to assign any and all copyrights in the Work to Assignee.				
This assignment includes assignment of all of the rights of the author under Title 17, Section 106 of the United States Code, including but not limited to the right to register claims for the Work in the name of Assignee, the right to reproduce the Work in copies, the right to prepare derivative works based on the Work, the right to distribute copies of the Work to the public by sale or other transfer of ownership, or by rental, lease or lending, and the right to authorize others to do any of these acts.				
In the event the Work might be considered to be a "work made for hire" as a result of having been created by the Assignor for Assignee, it is expressly agreed that the Work shall be considered to be "a work made for hire" as that term is used in Title 17, Section 101 of the United States Code and that Assignee is and shall be the owner of all copyrights in the Work from the date of creation.				
Moral Rights				
Assignor retains all moral rights to the Work as provided by the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, to the extent applicable. This includes the rights of attribution and integrity, ensuring that the Work is not mutilated, distorted, or modified in a way that would prejudice Assignor's honor or reputation.				
By Assignor:				
Date:				