



CITY OF PHOENIX
OFFICE OF ARTS AND CULTURE

CALL TO ARTISTS

ART-RFQ-10-2022: 55TH AVE PROMENADE & WESTERN CANAL PUBLIC ART PROJECTS

DEADLINE FOR RECEIVING SUBMISSIONS

Monday, December 5th, 2022
11:59 PM (MST)

ARTIST INFORMATION SESSION (virtual)

Friday, October 21st, 2022
12:00 PM (MST)

<https://tinyurl.com/callforsculpture>

This session is not mandatory. It will be recorded and made available online.

EMAIL QUESTIONS AND INQUIRIES DUE

Monday, November 21st, 2022, at 12:00 PM (MST)
romeo.rabusa@phoenix.gov

PROJECT MANAGER: Kati Ballares
PROCUREMENT OFFICER: Romeo Rabusa
City of Phoenix Office of Arts and Culture
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: romeo.rabusa@phoenix.gov
Phone: 602-534-8334

CONTENTS

SECTION I – ABOUT US	3
SECTION II – PROJECT DESCRIPTION	3
SECTION II –TRANSPARENCY POLICY	6
SECTION III – RESPONSE INFORMATION	7
SECTION IV – EVALUATION AND SELECTION	10
SECTION V – TERMS AND CONDITIONS OF CALL	10
SECTION VI – ADDITIONAL TERMS AND CONDITIONS	12

SECTION I – ABOUT US

Phoenix Office of Arts and Culture

The Phoenix Office of Arts and Culture 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

The 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 from the agency's programs and to strengthen equity, diversity, and inclusion in the arts and culture sector for all 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:

The Phoenix Office of 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 – PROJECT DESCRIPTION

The Phoenix Office of Arts and Culture requests qualifications from professional artists for purchase of existing sculptures for semi-permanent display at two locations in Phoenix: the 55th Avenue Promenade, from Camelback to Indian School Road, and the Western Canalscape at 20th Street.

The **55th Avenue Promenade** is a linear greenspace with pedestrian amenities such as shade trees and a walking path. As a part of the city's Cool Corridor's program, sidewalks and trees are being added to the space. In addition, four plinths for sculpture will be added along the walking path. Artwork is sought to enhance the pedestrian experience of this unique community amenity. Up to four artists will be commissioned for this opportunity with the artwork being on display for up to 24 months. Selected artworks may become part of the City's Municipal Art Collection and remain on display permanently.

The **Western Canalscape** at 20th Street is part of a larger canal improvements project along the Western Canal in south Phoenix. At the 20th Street access node, two plinths for sculpture are located adjacent to the canal pathway. Artwork is sought to enhance the pedestrian experience in this unique environment. The plinths are located at the end of a residential street and may

require community outreach for the selected artist(s). Up to two artists will be commissioned for this opportunity with the artwork being on display for up to 24 months. Selected artworks may become part of the City's Municipal Art Collection and remain on display permanently.

To be considered for these two public art opportunities, the artwork must meet the following requirements:

- Artwork must be no larger than 12 feet in height and movable, should future development of the site require their relocation.
- **The sculptures must be of durable, vandal-proof, weather-resistant and low-maintenance material, suitable for an outdoor desert environment.**
- Design and materials must mitigate any potential hazard to the public, such as no sharp, or protruding elements.
- Artwork must not be religious, political, or figurative in subject matter.
- Artwork must fit the concrete base pads ranging from 5 feet to 15 feet wide.
- Artwork must be suitable for attachment to a concrete pad using an attached plate, flange, or pin system. If selected the artist will be asked to create a proposal for how the sculpture will be installed and may be required to provide engineered foundation drawings. The footings or concrete work needed for placement will be provided by the Office of Arts and Culture in consultation with the artist.
- Artwork should be able to be safely removed and reinstalled without damage or alteration. If the work requires assembly, it must be able to be safely disassembled.

Site Details

55th Avenue Promenade

The 55th Avenue Promenade project is a collaboration between the Parks Department and the Streets Transportation Department. The corridor is a flood irrigated landscape median in between the lanes of 55th Avenue, from Camelback Road to Indian School Road. Improvements include sidewalks along both the east and west sides of the median as well as shade trees as a part of the city's Cool Corridor initiative. The Office of Arts and Culture will install four plinths within the landscape median on which the selected artwork will be mounted.

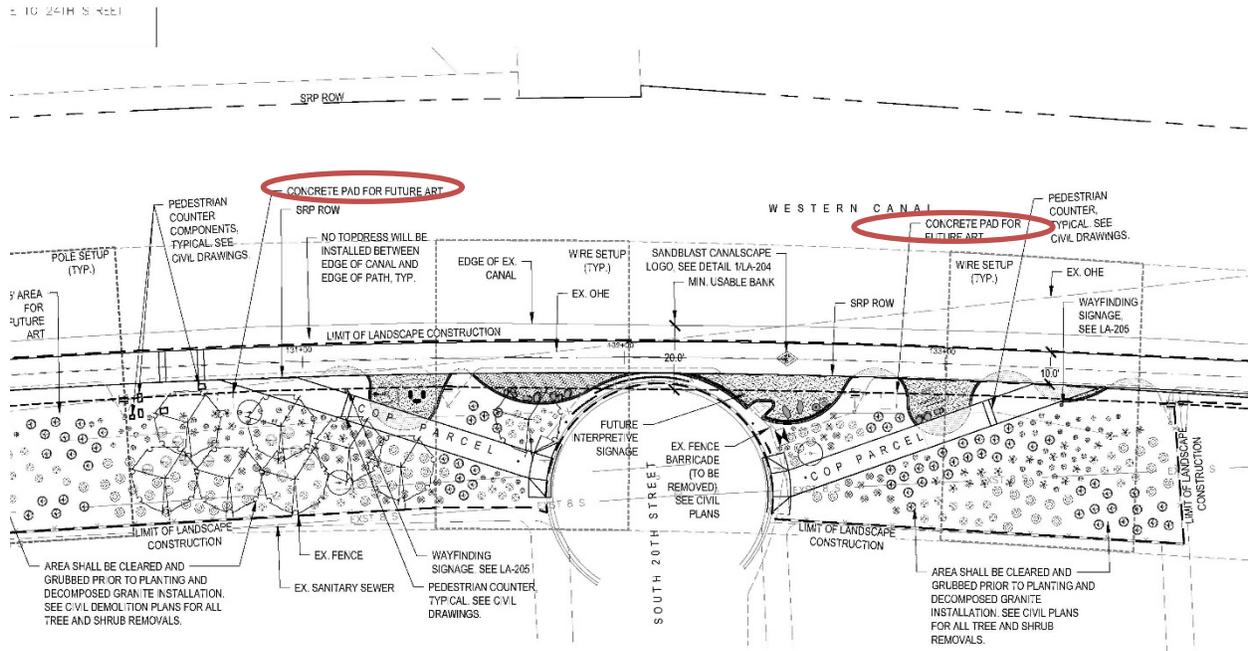


Western Canalscape: 4th Avenue to 24th Street

The Street Transportation Department, in conjunction with Salt River Project (SRP), is transforming the Western Canal from a dirt path to an improved concrete pathway. The Western Canal area between 4th Avenue and 24th Street accommodates a lot of pedestrian and bicycle use so an improved canalscape project will be a welcome recreation or commuting alternative to navigating nearby roads.

The primary intent of the project is to develop a contiguous commuter and recreational route, including safe crossing facilities where the trail crosses arterial and collector streets. The project

will reintegrate the canals into the surrounding communities by incorporating public art, landscaping, and neighborhood access points to the path to provide better visibility, access and, ultimately, appreciation of the canal system in the Phoenix area. This project will link neighborhoods with eight schools, four transit routes, a Park-and-Ride facility, five churches, and the future Valley Metro South Central Light Rail extension.



SECTION II – TRANSPARENCY POLICY

Beginning on the date the Call to Artist (hereinafter referred to as “Call”) is issued and until the date a contract is awarded or the Call withdrawn, all persons or entities that respond to this Call 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”) will 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, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Respondents may discuss their proposal or this Call 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 West Washington, 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.

With respect to the selection of the successful Respondents, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Respondents.

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 III – RESPONSE INFORMATION

1. Requirements and deadlines for submitting a response to Call:

Cost: There is no fee to apply to this call.

Deadline: Monday, December 5, 11:59 p.m. (MST). Late applications will not be considered.

Eligibility: This project is open to any professional artist with the **demonstrated ability to meet the criteria** (SEE SECTION V – EVALUATION & SELECTION), regardless of residency, race, ethnicity, gender, age, or experience level. No previous public art experience is required to apply. Arizona artists are strongly encouraged to apply.

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.**

Submissions: Submissions will be accepted via CaFE at https://artist.callforentry.org/festivals_unique_info.php?ID=10601. Do not mail or email submissions or original artwork. Applicants are strongly encouraged to retain a complete copy of their submission for their records.

You can find more information at: www.phoenix.gov/arts/public-art-program/public-art-opportunities.

Applicant Name: If applying as a team, please select a team lead as a point of contact for all communications. Artists applying as a member of a team are not eligible to also apply as an individual.

Applicant Pool: Applicants to this RFQ may be considered as an applicant pool for other similar City of Phoenix public art projects.

Submission Materials:

1. Statement of Intent (1000-character limit) - Think of this as a job application and your cover letter. Be as succinct as possible. Describe why you are interested in this opportunity and highlight any relevant experience.
2. Resume or CV. (3-page limit per artist) Current professional resume or curriculum vitae (CV) including artist's name, address, email, and phone number. Teams must submit one resume/CV per team member merged into one PDF, DOC, or DOCX file.
3. Images – Six (6) to ten (10) digital images of previously created sculpture in jpg format. Follow CaFE Guidelines for size. Describe each project pictured in terms of media, site, and scale. Include all materials, dimensions, weight, year completed and estimated budget. If created as a collaboration, list all partners involved and describe your role in the process. Do not put text on your images. We recommend using only one photograph per image. Collaging more than one image together may reduce the panelists' ability to see your work clearly.

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 or 602-534-8334. To be considered, such questions must be received by December 2, 2022, at 12:00 noon (MST).

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 Monday, November 21, 2022. 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:

- Public Art 101 Digital Classroom Lesson 1 – Applications and Selection Process (VIDEO) <https://www.youtube.com/watch?v=tZLBnbXH1mo>
- CaFE Submission Demonstration (VIDEO) – <https://www.youtube.com/watch?v=L0i4HKP9h7g>
- Artist's Guide (PDF) – <https://www.phoenix.gov/artssite/Documents/2019.10.29Artist's%20Guide%20to%20the%20Phoenix%20Public%20Art%20Program.pdf>

2. Scope of Work

The selected artist(s) will be expected to provide sculpture(s) for designated locations as a part of these two public art projects. The selected artist(s) will be expected to review concepts with the City and the design team to ensure that the sculpture(s) are effectively integrated into the space, and accommodate specifications as well as traffic flow in the space, and other site-specific regulations. All sculptures must be suitable for an outdoor, desert environment.

Estimated Budget

The budget for the 55th Avenue Promenade project is not to exceed \$150,000 for four works of art. This includes all costs related to the purchase, shipping, administration, and installation of the artworks. The budget for the Western Canalscape project is not to exceed \$150,000 for two works of art. This includes all costs related to the purchase, shipping, administration, and installation of the artworks.

3. Estimated Timeline of Project

October 11, 2022	Call to Artists Open for Submissions
October 21, 2022	Informational Meeting 12:00 PM (MST)
November 21, 2022	Deadline for questions and inquiries 12:00 PM (MST)
December 5, 2022	Application Deadline 11:59 PM (MST)
January 2023	Selection panels recommend finalists for each project
February 2023	Final Selection of Sculptures
Spring 2023	City Council approval and award of contract
Summer 2023	Installation of Sculptures

4. Qualification Criteria

All responses to this Call will be evaluated based on a 20-point system listed below. After evaluating all submissions, the City, at the request of the Evaluation Committee, may ask some or all of the Respondents to submit supplemental information or to participate in interviews.

The points will be distributed as follows:

1. Demonstrated artistic quality of completed artwork. 10 points
2. Appropriateness for the public setting and existing collection. 10 points

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

SECTION IV – EVALUATION AND SELECTION

A selection panel will be convened by the Phoenix Office of Arts and Culture to review submissions received and make recommendations to the Arts and Culture Commission. Members of the panel will include art and design professionals, staff of the funding departments, and community members. Non-voting advisors to the panel may include additional city staff and members of the design team. The panel will review the work of all applicants before selecting finalists to be interviewed. The panel will conduct interviews with the selected finalists before making a final recommendation to the Arts & Culture Commission

The final recommendation of the selection panel will be reviewed by the Phoenix Arts and Culture Commission; a subcommittee of the City Council; and the Mayor and City Council prior to the award of the contract.

SECTION V – TERMS AND CONDITIONS OF 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 Artist. Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on the 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 VI – ADDITIONAL TERMS AND CONDITIONS

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

Employment Disclaimer: Any Respondent that enters into a contract with the City as a result of this Call 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 Call 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 Call 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 Call 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: Artists selected for City of Phoenix projects must procure and maintain insurance until all of their obligations have been discharged; until any warranty periods under this Agreement are satisfied; and until any insurance against claims for injury to persons or damage to property that arise from or in connection with the performance of the Services hereunder by the Artist, their agents, representatives, employees, or subcontractors are resolved. The insurance requirements below are the minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Artist from liabilities that might arise out of the performance of the Services under this Agreement by the Artist, its agents, representatives, employees or subcontractors and the Artist is free to purchase additional insurance as it may deem prudent.

A. COVERAGE LIMITS

The Artist shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability - Occurrence Form

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

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Artist".

b. Artist's subconsultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Artist, including automobiles owned, leased, hired or borrowed by the Artist ".

b. Artist's subconsultants shall be subject to the same minimum requirements identified above

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

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

a. The policy shall contain a waiver of subrogation against the City of Phoenix.

b. Artist's subconsultants shall be subject to the same minimum requirements identified above

c. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Artist even if those limits of liability are in excess of those required by this Agreement.
2. The Artist’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
3. With regard to general liability, the City of Phoenix is named as an additional insured for both products completed operations and premises operations.

C. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Agreement, the Artists shall provide to the City within (2) two business days of receipt, a notice if a policy is

suspended, voided, or canceled for any reason. Such notice shall be mailed, hand-delivered or sent by facsimile transmission to:

Romeo Rabusa, Procurement Officer
City of Phoenix Office of Arts and Culture
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: romeo.rabusa@phoenix.gov
Phone: 602-534-8334

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Artist from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The Artist must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) verifying the insurance coverage(s) required by this 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 this Agreement must be sent directly to Barry Sparkman, Phoenix Office of Arts and Culture, 200 West Washington Street, 10th Floor, Phoenix, Arizona 85003-1611. 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.**

F. SUBCONTRACTORS

Artist's certificate(s) must include all subcontractors as additional insureds under its policies or Artist 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.

Additionally, Artist's subcontractors performing structural, civil, mechanical, or electrical engineering; architecture; surveying; plumbing; and/or geotechnical or materials testing (collectively, "Professional Subcontractors") are required to carry Professional Liability insurance as follows:

Estimated Project Construction Cost

\$0 to \$500,000	\$1,000,000 per occurrence \$2,000,000 aggregate
\$500,000 to \$4,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate
\$5,000,000 to \$9,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate
\$10,000,000 to \$25,000,000	\$2,000,000 per occurrence \$2,000,000 aggregate
Over \$25,000,000	\$5,000,000 per occurrence \$5,000,000 aggregate

***** END *****