



Parks, Recreation and Community Services Department
1400 Roosevelt Ave. Redwood City, CA 94061
(650) 780-7250

Request for Artist Qualifications

“First Responder Tribute”

Purpose: To select two artists who would proceed to the RFP process (Request for Proposal). The two finalists will be notified by September 28, 2018.

Issued: August 1, 2018

Entry Deadline: September 21, 2018

Contact: Chris Beth, Director, City of Redwood City Parks, Recreation and Community Services Department. cbeth@redwoodcity.org (650) 780-7253

Project Overview: The City of Redwood City, in partnership with the Port of Redwood City, and Sims Metal Management, is seeking proposals for a community-driven project to recognize First Responders within San Mateo County, who daily serve to protect the citizenry, and to memorialize those who have perished working tirelessly to safeguard lives and liberty. Importantly, this world class monument will honor those who lost their lives during the 9/11 attacks on the United States.

Significantly, a key proponent of this proposed monument are two steel beams recovered from the World Trade Center to be used in their original form to honor and respect the memory of that day and all who perished.

The focal point of the piece are artifacts from the World Trade Center, in the form of two recovered steel beams. The size of the beams are approximately 20 feet long each. The monument itself will serve as the centerpiece of a garden-like area complete with seating to offer visitors a space of contemplation while the inspiration for the art piece and surrounding environment may evoke thoughts and feelings of commitment, sacrifice, bravery, strength, comfort, compassion, and hope.

The artwork should be imaginative in design and content. Artists and designers are asked to consider that the public might visit at all hours and make suggestions for appropriate lighting.

The feeling of the space can be traditional. It can be modern. It is vital, however, that it honors and celebrates those who serve. In fact, prospective artists and teams may draw their own inspiration from the panoply of memorials across the county and the world.

Project Budget: The total budget, including the monument and place-making, may be up to \$500,000 or more. This estimation includes the artist fee, design, labor, materials, fabrication, installation landscaping, etc. It is envisioned that a majority of this budget estimate will come from private and non-profit donations, corporate sponsorships, and other outside funding sources.

Location: The City of Redwood City ("City"), set midway between the cities of San Francisco and San Jose, is currently at the nexus of Silicon Valley's burgeoning growth. The designated site for the proposed project is The Port of Redwood City on the City's eastern boundary and along the San Francisco Bay. Access is just minutes from the main freeway, yet serenity and calm pervade the port, which is graced with an active marina serving local sailors and fishermen, low-rise office buildings, paths that lure leisurely bike riders, a nascent art walk, and developing plans for a ferry terminal to serve technology commuters eager to bypass busy roads and trains.

In addition, the City is increasingly known for its growing commitment to public art and cultural institutions throughout the municipality. Since 2012, public art has graced the City's 34 square miles with captivating murals, festively painted utility boxes, ingenious sidewalk shadow art, lively fountains, and important sculptures. The new addition to the Port will be another great addition to the City's dynamic visual experience that is fast becoming a true museum without walls that serves as a cultural destination for visitors and residents alike.

The project site is located at the Port of Redwood City, and is approximately 50 feet from the waterfront's edge. Site dimensions, including the garden and monument are approximately 150 feet in length x 75 feet in width. Maximum height for any component is 25 feet. There is no significant elevation.

<https://www.google.com/maps/place/Port+of+Redwood+City/@37.5043785,-122.2128847,30a,35y,45.11t/data=!3m1!1e3!4m5!3m4!1s0x0:0x92eeb131495a8902!8m2!3d37.5076742!4d-122.2091466>

ARTIST ELIGIBILITY:

1. Must be professional artist defined as a practitioner in the visual arts with an original, self-conceptualized body of work, generally recognized by critics and peers as a professional possessing serious intent and ability.
2. Demonstrated capacity in innovative monument design and placemaking.
3. Must have experience working with substantial budgets (\$50,000 and more).
4. Must have five years of professional experience as a working artist.
5. This is a national search to find the most appropriate artist with a preference to select a Bay Area artist if possible.
6. Proposed work should be built of materials suitable to the climate and port location.

EVALUATION CRITERIA:

1. Original and personal approach
2. Professional credentials
3. Artistic excellence of past work
4. Experience with public art or large scale, permanent sculpture work
5. Experience with site-specific artwork
6. Ability to spend time in Redwood City for research and conceptualization

SUBMISSIONS: All submissions must be in electronic form and sent to Chris Beth, PRCS Director, at cbeth@redwoodcity.org

APPLICATION REQUIREMENTS

1. **A letter of interest** outlining your approach to public art, your interest in this specific project, what you bring to the project as an artist, experience with other projects of similar scope, sources of inspiration presented by the project, any other comments that might help differentiate you as a candidate, and your name, address, phone number, and email. Not to exceed one page.
2. **A professional resume/CV.** Not to exceed three pages.
3. **Images of past works:** Eight maximum, with a brief description for each project including the title, size, and artist's intent.
4. **Professional references:** At least three professional references from past projects with contact information.
5. **A descriptive narrative** of possible aesthetic directions. NOTE- this is not a proposal (that is for the RFP stage). Instead tell us about the philosophy of how you might approach this project, thoughts on materials, and what you would like the audience to learn or experience from the artwork.

PROJECT TIMELINE:

RFQ Submittal Deadline: September 21, 2018

Committee review and select finalists: Week of September 24, 2018

Finalists notified via email no later than September 28, 2018

DRAFT

AGREEMENT FOR ARTISTIC SERVICES (Artist Name)

THIS AGREEMENT is made and entered into as of the ____ day of _____, 201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and ARTIST NAME, ("Artist").

RECITALS

City requires certain artistic services. Artist has the necessary experience in providing these services, has submitted a proposal to City, and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Artist agrees to perform those services (the "Services") that are defined in Exhibit "A," attached hereto and incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.
2. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of the Services by Artist.
3. Compensation. The total fee payable for the Services to be performed is not to exceed XXXXXXXXXXXX dollars (\$XXXX). Payment will be made pursuant to the terms of Exhibit "A." No other compensation for the Services will be allowed, except for items covered by subsequent amendments to this Agreement. City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services specified in Exhibit "A." There shall be no additional charge for expenses unless agreed to by City. Payment shall occur only after receipt by City of invoices sufficiently detailed to include hourly rates, hours worked, and tasks performed, unless otherwise agreed to by City.
4. Status of Artist. Artist will perform the Services as an independent contractor and in pursuit of Artist's independent calling, and not as an employee of City. Artist will be under the control of City only as to the results to be accomplished.
5. Indemnification. Artist will defend, indemnify and hold harmless City, the Port of Redwood City, Portside Investors LLC, and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful

misconduct or any negligent act or omission of the Artist, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City, the Port of Redwood City, or Portside Investors, LLC.

The Parties expressly agree that any reasonable payment, attorney's fee, costs or expense City, Port of Redwood City, or Portside Investors, LLC, incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

6. Insurance. Artist shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Artist or Artist's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

6.1 Coverages and Limits. Artist, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Artist's indemnification obligations under this Agreement.

6.1.1 Commercial General Liability Insurance. Artist shall maintain occurrence based coverage with limits not less than \$200,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

6.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Artist providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

6.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Artist shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Artist commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

6.4 Failure to Maintain Coverage. If Artist fails to comply with these insurance requirements, then City will have the option to declare Artist in breach, or may

purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Artist is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Artist or deduct the amount paid from any sums due Artist under this Agreement.

6.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

7. Business License. Artist will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

8. Conflict of Interest. City will evaluate Artist's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Artist or any of Artist's employees, agents or subcontractors. Should it be determined that disclosure is required, Artist or Artist's employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

9. Compliance With Laws. Artist will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment and will obtain and maintain a City of Redwood City Business License for the term of this Agreement.

10. Ownership.

10.1 Copyrights.

10.1.1. In consideration of the City's selection of the Artist to perform the Services, including designing and creating the work of art listed in Exhibit A (for purposes of this Section 10, "Work Product") for City, Artist agrees to transfer and hereby does transfer irrevocably to City for fair consideration, all right, title, and interest, including copyright, in the Work Product itself and in the design, sketches, drawings, model, maquettes, slides, photographs, and all other related materials used in the design and creation of this Work Product.

10.1.2. Artist agrees that all Services performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of California and the United States. Artist hereby represents and warrants that the work does not, and Artist has not and will not, utilize any protected patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or

procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications, such listing to be appended to this Agreement and shall be incorporated by this reference.

10.1.3. Artist agrees to release, indemnify, defend and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance under this Agreement which infringes upon any patent, trademark or copyright or other right protected by law.

10.2 Artists Moral Rights; City Ownership Rights.

10.2.1. City must preserve complete flexibility to operate and manage City properties. Therefore, City retains the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "Modify") the Work Product in its sole judgment. For example, City may modify the Work Product to eliminate hazards, to comply with the ADA, to otherwise aid in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the project site to be inappropriate, City has the right to install the Work Product at an alternate location that it chooses in its sole discretion.

10.2.2. With respect to the Work Product produced under this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Work Product is incorporated into a site such that the Work Product cannot be removed from the site without Modifying the Work Product, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Modifying the Work Product. Artist acknowledges that all such decisions concerning the Work Product shall be made in the sole discretion of City, its officers, employees, agents, contractors, licensees, successors or assigns. Artist further acknowledges that Artist retains no rights in and to the Work Product itself nor to any design, sketches, drawings, maquettes, models, slides, photographs, or other related materials with regard to attribution and integrity of the Work Product. In addition to the extent such rights may not be waived, Artist covenants not to assert such rights against City, its officers, employees, agents, contractors, licensees, successors or assigns.

10.2.3. City has no obligation to pursue claims against third parties for modifications or damage to the Work Product done without City's authorization. However, City may pursue claims against third parties for modifications or damage or to restore the Work Product if the Work Product has been modified without City's authorization. In the event City pursues such a claim, it will make a good faith attempt to notify Artist, and Artist shall cooperate with City's efforts to prosecute such claims.

10.2.3. If City modifies the Work Product without Artists' consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the artwork in accordance with 17 U.S.C. §106A(a)(2).

10.2.4. City shall have no obligation to display or maintain the Work Product for any particular time and CITY reserves the right to remove or destroy the Work Product at any time. ARTIST hereby waives any and all rights ARTIST may have to prevent or cause the prevention of the removal or destruction of the Work Product, or to seek any other relief in connection with any such removal or destruction, pursuant to 17 U.S.C. §106A or pursuant to California Civil Code §987, as such sections now exist or may hereafter be amended.

10.2.5. City's Right to Display, Reproduce. ARTIST grants to CITY and to CITY's agents, authorized contractors, and assigns, an unlimited, nonexclusive and irrevocable license to do the following with respect to the Work Product and any original works of authorship created under this Agreement, whether in whole or in part, in all media:

(a) Implementation, Use and Display. CITY may use and display the Work Product.

(b) Reproduction and Distribution. CITY may make, display and distribute, and authorize the making, display and distribution of, photographs and other two-dimensional reproductions of the Work Product. CITY may use such reproductions for any City-related non-commercial purpose including fundraising for CITY's art programs, advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, documentation of City's public art collection, and catalogues or similar publications.

(c) Public Record Requests. Any documents provided by ARTIST to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the California Public Records Act.

10.2.6. Artist understands the effect of the waivers in this Agreement and hereby acknowledges that Artist is surrendering the rights described herein with respect to the work.

11. Claims and Lawsuits. By signing this Agreement, Artist agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Artist further acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

12. Venue and Jurisdiction. Artist agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is the Superior Court, San Mateo County, California.

13. Assignment. Artist may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

14. Amendments. This Agreement may be amended by mutual consent of City and Artist. Any amendment will be in writing, signed by both parties, with a statement of the changes in charges or time schedule.

15. Termination. City or Artist may terminate this Agreement at any time after a discussion, and written notice to the other party. City will pay Artist's costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

16. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

16. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Artist each represent and warrant that they have the legal power, right and actual authority to bind Artist to the terms and conditions of this Agreement.

CITY:

CITY OF REDWOOD CITY
1400 Roosevelt Ave.

Redwood City, CA 94061

By: _____
Christopher Beth, Parks, Recreation and
Community Services Director

ARTIST:

[NAME]

[ADDRESS]

*By: _____

Printed Name: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Artist must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

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