



# **CALL FOR ARTISTS**

## **Public Art - Request for Qualifications (RFQ)**

### **Civic Center Modernization (Phase 1)**

#### **Lobby Artwork**

Deadline for Applications: Monday, June 13, 2022

#### **Call for Artists**

The City of Sunnyvale's Art in Public Places program seeks to commission artists, or artistic teams, to design and execute original works of art for the lobby landings in the new City Hall building. There are four locations available and a total of four artists will be selected for this commission.



Rendering of the new City Hall Building

#### **Artist Eligibility**

This Request for Qualifications is open to practicing, professional artists residing in California. Artists residing or working in Sunnyvale and who meet all the criteria outlined in this RFQ are urged to apply.

## Sunnyvale Overview

The City of Sunnyvale is in the heart of Silicon Valley in Northern California covering 24 square miles. Sunnyvale is the second largest city in Santa Clara County and the seventh largest city in the San Francisco Bay Area. The City has a population of 156,234.

Nearly 8,000 local businesses, and a daytime workforce of an estimated 220,000 employees, provide a rich mixture of goods and services, retail, manufacturing and R&D. Some of the nation's most successful tech and semiconductor businesses have campuses in Sunnyvale, including Apple, Google, LinkedIn, Facebook, Yahoo!, AMD, NetApp, Nokia, 23andMe, Juniper Networks, National Semiconductor, Fortinet, Intuitive Surgical, Broadcom, Synopsis, Spansion Inc. and Lockheed Martin.

Sunnyvale is also known for its innovative Public Safety Department concept, business-friendly environment, cultural arts programming, 200-seat theater, Library and quiet family neighborhoods. The City's 23 parks and open spaces span 772 acres with facilities for golf, tennis and swimming. The historic downtown is home to a variety of local eateries and merchants and hosts frequent art festivals, concerts and a year-round farmers market.

## Project Description

The City's Civic Center Master Plan outlines a long term, multi-phased vision for a new and renovated campus at the corner of El Camino Real and Mathilda Avenue that includes:

- New construction of three facilities (City Hall, Library and Department of Public Safety Headquarters)
- Razing older structures on site
- Relocating most of the on-grade parking to underground spaces
- Increasing open space and native landscape (6 acres)
- Modernization of the entire campus

The phased design will allow the existing campus to remain open during construction, so that city employees will not need to be relocated and services can remain at full capacity. Phase I, which is currently underway, includes:

- New 119,874 square-foot, four-story, Net Zero Energy and Certified LEED Platinum CityHall
- Renovation of the existing Public Safety Headquarters (lobby, entry and tenant improvements)
- New two-story, 15,002-square-foot Emergency Operations Center
- Approximately 6 acres of open space
- Pedestrian improvements along Olive Avenue
- Frontage improvements along Mathilda Avenue from W. Olive Avenue up to El Camino Real that include a new multiuse pathway and walkways for public use
- Civic plaza
- Outdoor amphitheater



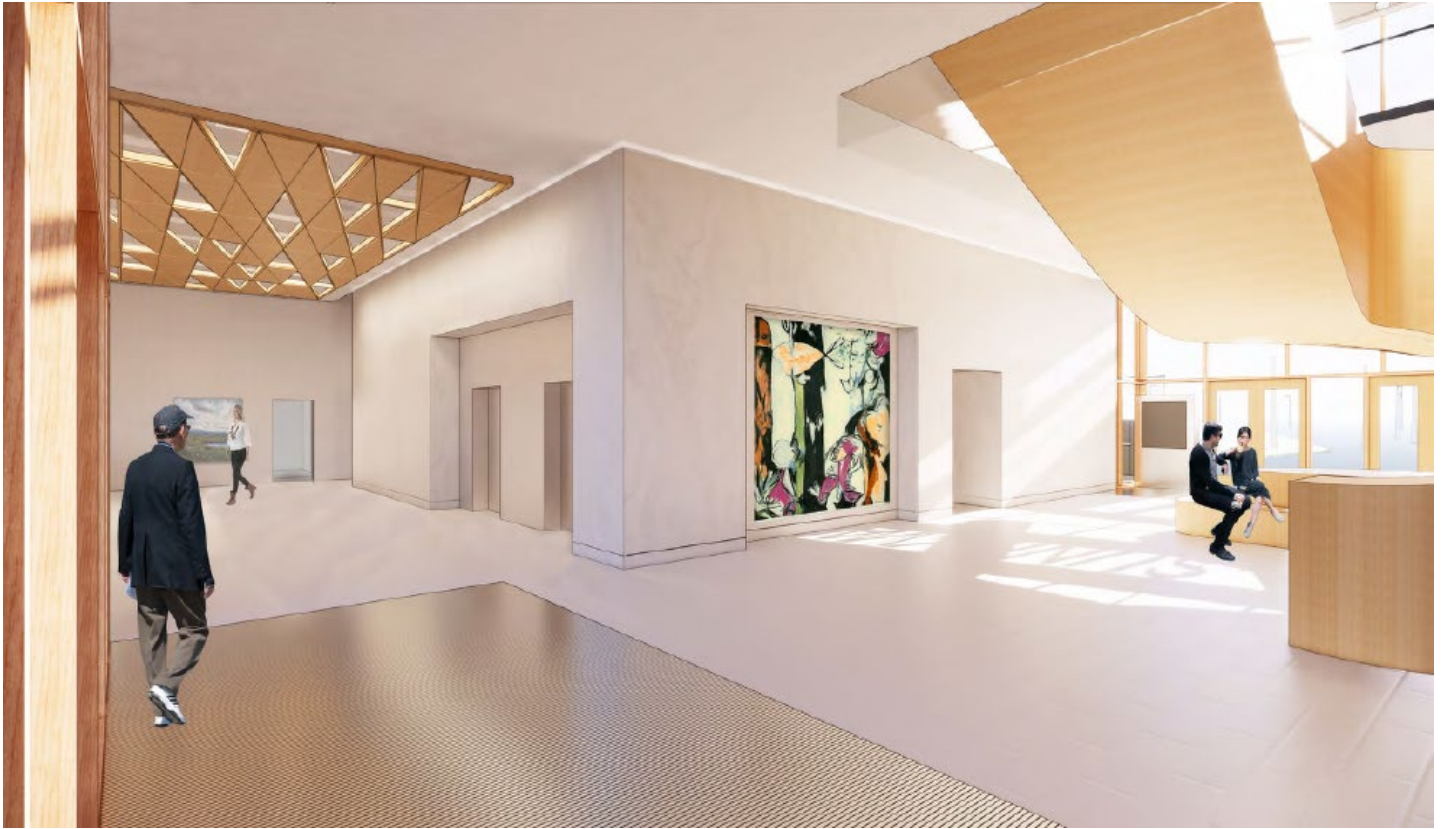
Site Map – Phase I Construction

## Public Art Location

The new City Hall building has four stories with a landing and lobby area on each floor. This call addresses a recessed 8' tall x 11' wide x 14" deep wall niche in each of the four lobbies. Four artists will be selected for this project and each artist will be awarded one of the wall niches to work within.

The wall niches include an art hanging support system secured to the wall framing, which can support up to 175lbs, see pages 5-7 for specifications. Artists are encouraged to utilize the installed hanging system so the City has the choice to move the artworks amongst the floors every 2 to 3 years. Artists who elect a different hanging system, for any reason, will be responsible for the additional engineering, installation and hardware associated with the installation.

Each niche will also include recessed liner light to illuminate the niche wall surface and artwork. Any additional spot lights will be the responsibility of the artist.



Artwork Niche (Ground Floor)







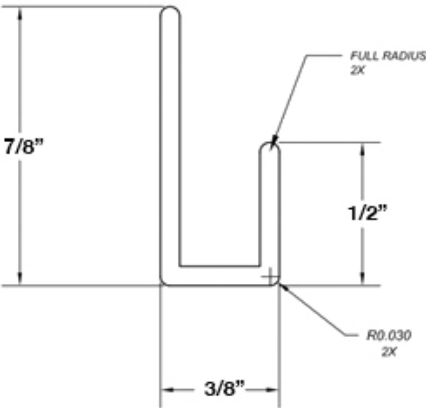
Artwork Niche (Floors 2, 3 and 4)

GALLERY PICTURE RAIL / WALL MOUNTED

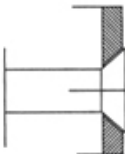


Available Colors:

-  Natural / Milled
-  Silver / Anodized
-  White / Semi-Gloss powder coated
-  Black / Anodized



Actual Size Picture



8 pre-drilled Holes

Proprietary

The drawings and specifications herein are the property of Systematic Art, LLC. The item contained herein shall not be reproduced, copied or used as a basis for production without express written consent from Systematic Art, LLC.			SYSTEMATIC ART® PICTURE HANGING SYSTEMS	
REF: GALLERY RAIL			DESCRIPTION: <b>ART-RAIL - ALUMINUM EXTRUDED</b>	
MATERIAL: ALUMINUM			GALLERY WALL- MOUNTED	
GALLERY - 8 PRE-DRILLED HOLES			PART NO. WM501P	

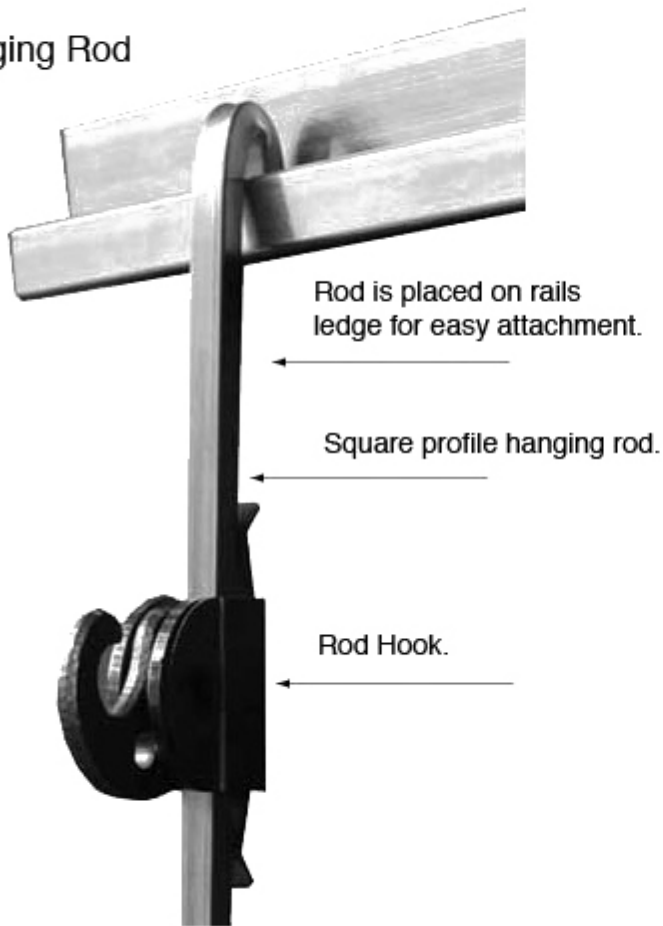
**GALLERY RAIL**  
STAINLESS STEEL / NYLON CABLES



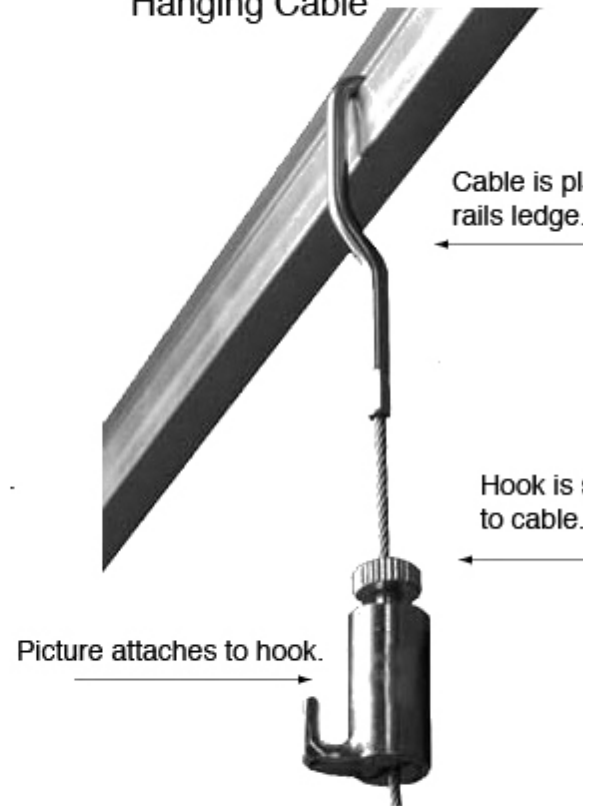
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## GALLERY RAIL HOW IT WORKS

Hanging Rod



Hanging Cable



### Estimated Schedule (dates subject to change)

Release of RFQ	May 25, 2022
Application Deadline	June 13, 2022
Public Art Selection Committee Review	June 16-17, 2022
Notification of semi-finalists/Invitation to submit Design Proposal	June 20-21, 2022
Design Proposal Deadline (semi-finalists)	July 7, 2022
Arts Commission Review	Aug. 17, 2022
City Council Review and Approval	Aug/Sept 2022 (date TBD)
Final Design Concept/Submit Installation Requirements	Sept. 15, 2022
Community Workshops	(TBD) Sept. 1-Oct. 15, 2022
Fabrication of Artwork	Sept. - Oct. 2022
Installation of Artwork	Nov. 1, 2022

### Artist Responsibilities

The selected artist or artistic team will be expected to work with City staff to develop the specific parameters of the public art component, as well as implement all aspects of the project. These specifics will include:

- Develop the final design proposal
- Lead a community project associated with the final design
- Select appropriate artistic materials for the design
- Develop a final project timeline
- Attend meetings with City staff as necessary
- Present the project to the City's Arts Commission (City staff will present to Council)
- Obtain all required permits
- Comply with federal, state and local rules and regulations related to prevailing wage
- Obtain appropriate insurance for the artwork until City has accepted the artwork
- Fabricate and install or execute the artwork
- Deliver the artwork to the site on the agreed upon date
- Provide detailed instructions for the preservation of the artwork
- Provide detailed documentation on the engineering, execution or installation of the artwork, including MSDS sheets if appropriate
- Abide by all requirements of the artist's contract with the City

The selected artist or artistic team will be expected to consider and align with the City's vision of equity, access and inclusion, and represent the City's brand essence: *Bold, Sustainable Innovation*. The final proposal should also be appropriate for all ages of the community and be designed to remain vibrant and functioning for 25 years or more.

### Public Art Budget

Project Budget	\$90,000
Individual Artist Budget	\$20,000 per lobby niche
Semi-finalist Design Honorarium (6-10 artists)	\$1,000 per semi-finalist

The project budget is all-inclusive of project costs, including artist's fees and expenses, taxes, materials, permit fees, travel, framing, shipping and crating, insurance fees, site preparation, equipment rental, electrical, fabrication and installation or execution of the artwork. Costs incurred through additional installation or lighting required for the artwork are also the responsibility of the artist. Artwork should be ready to hang when it is delivered.

### Selection Process

A 12-person selection panel will evaluate the submitted applications using the following criteria:

- Originality of artistic style
- Type of artwork proposed
- Maintenance requirements
- Artist's experience with public art commissions and working within the public process
- Artist's experience with art projects of a similar size and scope
- Alignment with the City's vision of equity, access and inclusion, and brand essence: Bold, Sustainable, Innovation.

The selection panel will consist of representatives from the City's Department of Public Works, Department of Library and Recreation Services, project designers, residents and artists/arts professionals.

A list of 6-10 artists will be established by the review panel and these artists will be invited to develop a detailed design proposal for consideration. A design stipend of \$1,000 will be paid to each of the selected artists (or artist team) upon completion of their design proposal. Selected artists will be provided with additional drawings and information in order to develop their design. The building is still under construction, so an indoor site visit will not be available prior to submitting a final design.

The design proposals will be presented to the City's Arts Commission for review. Artists may be required to present their design in person to the Arts Commission and they will not be reimbursed for travel expenses. The commission will be asked to rank the design proposals, and the results of the rankings will be presented by City staff to the City Council for final design approval and artist selection.

## Submission Requirements

This is a Request for Qualifications only. Please do not submit design ideas or proposals at this time. These items will not be included in the selection process until the next phase.

To apply for this call, please submit the following items:

- Completed coversheet (Use form provided at the end of this application and provide one coversheet per artist)
- Professional resume(s)
- Letter of interest (1-2 pages), including an outline of your qualifications, relevant experience and interest in this project. Note: proposed designs or existing artwork(s) will not be shown to the Selection Committee during this phase.
- 6-10 images of previous works
- Annotated image descriptions, including title, date, location, materials, size, art budget, and a brief description (up to five sentences). For team applications, please indicate the lead artist for each past project

### **All applications must be received by 5 p.m. Monday, June 13, 2022.**

Incomplete submissions will not be considered. It is the responsibility of the applicant to verify the receipt of their application by the scheduled deadline. Electronic versions may be delivered via email, file sharing website or a USB thumb drive. Thumb drives will not be returned.

Materials may be submitted electronically to the City of Sunnyvale, Public Art Coordinator, Kristin Dance, at [publicart@sunnyvale.ca.gov](mailto:publicart@sunnyvale.ca.gov) or in person at the Sunnyvale Community Center, 550 E. Remington Drive, Sunnyvale 94087. Images must be in JPEG or PDF format.

## Award of Contract

The City of Sunnyvale reserves the right to accept or reject any submittals and to alter or extend the selection process as needed.

This RFQ and the selection process shall in no way be deemed as a binding contract or agreement of any kind between the City and the artist. Award of a contract is contingent upon approval of the City's selection panel, Arts Commission and City Council. Artists/artist teams selected and approved will contract with the City for the entire duration of the project. The selected artist will be required to secure and maintain various types of insurance, including Automobile Liability, General Liability and other insurance as needed (see attached insurance requirements).

The artwork commissioned for this project shall become the property of the City of Sunnyvale. The artwork will be maintained as part of the City's permanent art collection. The City shall have no obligation to display the artwork for any particular period or in perpetuity.

## For More Information or Questions

Please contact the City of Sunnyvale Public Art Coordinator, Kristin Dance, at 408-730-7758 or [publicart@sunnyvale.ca.gov](mailto:publicart@sunnyvale.ca.gov). Questions will be compiled into a single list with responses and made available to all interested parties upon request.

# Civic Center Modernization (Phase 1) Lobby Artwork



## QUALIFICATIONS COVERSHEET

Applications will not be accepted after 5 p.m. on Monday, June 13, 2022

Artist: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Signature of Artist: \_\_\_\_\_

Date: \_\_\_\_\_

### Special Note for Artist Teams:

If multiple artists are applying as a team, please provide this coversheet and a resume for **each** member of the team, and clearly **designate one artist as the primary contact**. Teams that do not have 6-10 images of past work done together may round out the images with the work of individual team members. If selected as semi-finalists, artist teams will be considered 'one artist' and will receive one \$1,000 stipend per team.

### INSURANCE REQUIREMENTS - Exhibit C

Consultant/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant/Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant/Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease. This policy must be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☐ Liquor Liability coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- ☐ Professional Liability / Errors and Omissions Liability coverage with limits not less than \$1,000,000 per occurrence.
- ☐ Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- ☐ Cyber Liability coverage with limits not less than of \$1,000,000.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five-year extended reporting clause.
- ☐ Pollution Liability Insurance with limits not less than \$1,000,000 per occurrence.
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.

☐ Builder's Risk / Course of Construction: coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions. The City of Sunnyvale must be Loss Payee on the policy with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Consultant/Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as an additional insured in the Consultant's/Contractor's commercial general liability policy (and if applicable, liquor liability, valuable papers and electronic data processing, cyber liability, pollution liability, sexual abuse and molestation, crime coverage, property coverage and builder's risk policies) with respects to liability arising out of activities performed by or on behalf of the Consultant/Contractor; products and completed operations of the Consultant/Contractor; premises owned, occupied or used by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.

2. For any claims related to this project, the Consultant's/Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's/Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's/Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum

coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

Consultant/Contractor shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Consultant/Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

For all insurance policy renewals during the term of this Contract, Consultant/Contractor shall submit insurance certificates reflecting the policy renewals through PINS.

Subcontractors

Consultant/Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant/Contractor to verify existence of subcontractor's insurance shall not relieve Consultant/Contractor from any claim arising from subcontractors work on behalf of Consultant/Contractor.