

# **CALL FOR ARTISTS – Public Art Request for Qualifications (RFQ) *The Great Box Cover-up! (Phase 2)***



## **Call for Artists**

The City of Sunnyvale’s Art in Public Places program invites artists to participate in *The Great Box Cover-up!* This program was designed to transform uninteresting, ordinary utility boxes into attractive and engaging works of art.

The first phase of this project focused on utility boxes located in or near downtown Sunnyvale. This phase will include intersections throughout Sunnyvale in neighborhoods. A total of 16 artists/artist teams, will be selected to design and execute original works of art using city-owned utility boxes as their canvases.

## **Artist Eligibility**

This opportunity is open to artists residing in Santa Clara, Santa Cruz, San Mateo, Contra Costa, San Francisco or Alameda Counties. Applicants should be practicing artists or artistic teams with previous art and design experience. Sunnyvale artists are especially encouraged to apply. Applicants must be over the age of 18. (There will be a future phase developed for high-school students only.) Artists who were previously awarded a utility box for Phase 1 and City of Sunnyvale employees are not eligible to apply.

Selected artists may recruit assistants to help with prepping and/or painting their utility box. However, assistants must register as a City of Sunnyvale volunteer in order to participate.

## **Application Deadline**

Monday, Dec. 19, 2022 at noon (12 p.m.)

## **Public Art Budget**

Design Honorarium (per location)	\$1,000
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The project budget is all-inclusive of project costs, including expenses for materials, supplies (City will provide clear coat), travel to and from the site and artist’s time to design and execute their art. The honorarium is \$1,000 per utility box location (not per artist or per box). Locations have one to three boxes on site. Artists may utilize all boxes at the site if they choose to but are required, at a minimum, to paint the largest of the boxes at the site.

Artists will receive a \$500 payment upon: being selected by the Artist Selection Committee, execution of an agreement with the City, and prior to developing a design. A second \$500 payment will be processed once the design is approved and executed, and the utility box artwork is deemed complete.

## Sunnyvale 's Character

The City of Sunnyvale is in the heart of Silicon Valley in Northern California covering 24 square-miles. It is the second largest city in Santa Clara County and the seventh largest city in the San Francisco Bay Area. Sunnyvale 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, tree-lined 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 Great Box Cover-up!* is a public art program designed to bring local artists and their artwork to the community, while converting the City's non-descript, gray signal boxes into attractive and engaging artworks. The boxes will be transformed in multiple phases, the first of which included 12 utility boxes located in, or near, downtown Sunnyvale. Phase 2 will include 16 boxes outside of the downtown, and the remaining utility boxes have been reserved for the four high schools serving Sunnyvale.

Phase 2 will commission a total of 16 artists, or artist-led teams, to design and execute original designs. The designs will be painted directly on the utility boxes at each location.



Christine Oliver (Sunnyvale Avenue at Iowa Avenue)  
*The Great Box Cover-up!* (Phase 1), 2022, Photos by Jacqueline Orrell Photography



Harumo Sato (Mathilda Avenue at Iowa Avenue)

### Utility Box Locations

The following utility boxes are included in Phase 2:

Intersection	Neighborhood Association
Sunnyvale-Saratoga Road @ Remington Drive	None
Fair Oaks Avenue @ Kifer Road	None
Mathilda Avenue @ Innovation Way (Lockheed Way)	
Mathilda Avenue @ Maude Avenue	S.N.A.I.L.
Mathilda Avenue @ Sunnyvale Avenue/Talisman Drive	Cherry Orchard
Arques Avenue @ Oakmead Parkway	None
Wolfe Road @ Marian Way	Ortega Park/Panama Park/Raynor Park
Caribbean Drive @ Crossman Avenue	None
Mathilda Avenue @ Tennis Center	Las Palmas
Homestead Road @ Belleville Way	Stevens Creek
Fremont Avenue @ Wright Avenue	Wrightmont Corners
Lawrence Station Road @ Elko Drive	None
Fair Oaks Avenue @ Iris Avenue	None
Remington Drive @ Bernardo Avenue	Cherry Chase/Cherry Hill
Mathilda Avenue @ El Camino Real	Charles Street Garden/Washington Park
Iowa Avenue @ Taaffe Street	None

Boxes will be randomly assigned following artist selection and additional details and measurements will be provided once the boxes are assigned.

### Estimated Schedule (dates subject to change)

Distribute RFQ	Nov. 28, 2022
Entry Deadline	Dec. 19, 2022
Artist Selection Committee Review	Jan. 9-12, 2023
Notification of Finalists/Invitation to submit a Design Proposal/Contract	Jan. 13-25, 2023
Design Proposal Deadline	Feb. 6, 2023 (noon)
Arts Commission Review*	Mar. 15, 2023
City Council Review and Approval*	Apr. 2023 (TBD)
Execution of Artwork	Apr/May 2023 (6 weeks)

\*City Council may delegate approval to the Arts Commission for this project.

### Artist Selection Process

Applicants will be evaluated on artistic style and previous experience with art projects of a similar size and scope. A selection panel of residents and city staff will review the submitted applications for qualifications only. Artists will not be required to submit a design proposal until they have been selected for the project.

### Artist Responsibilities

The selected artists or artistic teams will be expected to work with City staff to accomplish the following:

- Enter into an agreement with the City and abide by all requirements of the artist's contract
- Prepare final design proposal for approval by the Arts Commission that meets design criteria (described below)
- Select and purchase approved paint for painting
- Prepare the box for painting, including cleaning and priming the surface
- Execute the approved design
- Finish the box with an approved clearcoat (provided by City)

### Design Criteria and Approval Process

Following the selection of 16 artists, finalists will be provided with a location, dimensions of the utility box(es) at that location and the first payment for half of the project stipend (\$500).

Artists will be asked to develop a final design, to be approved by the Arts Commission, incorporating the following criteria:

- Include all visible sides of the box, including the top.
- Avoid painting over vents, meters, locks, windows, handles, or hinges on the box. This is a working utility box that will need to be accessible for maintenance and repairs.
- The lower right corner of the front panel may be used for artist name(s).
- Avoid using large areas of dark colors as they attract the sun and could cause the box to overheat.
- Bold and bright colors assist with seeing the design from a distance.
- The art should be suitable for viewing by all ages in a public space.
- Must be an original design and artwork of the applicant.
- Should include images that reflect the history or current happenings of the location/neighborhood of the box assigned; and/or elements that incorporate the City's vision of diversity, inclusion, or brand essence: Bold, Sustainable Innovation.
- If selected, artists are encouraged to develop a design proposal that is unique to the collection and not like others currently in the collection.
- Text is discouraged.
- Artwork should not contain images or text that could be construed as: Political statements or persons; religious references, symbols, or numbers; copyrighted or trademarked material; defamatory or invading personal rights of anyone living or dead; corporate or organizational branding; images of violence or illegal, sexual, drug-related, or similar offensive conduct; images that mimic traffic signals or signs or create similar safety risks as determined by the City.

The final design proposals will be presented to the Arts Commission for review. The Commission will develop a recommendation for each of the designs and be presented to the City Council for final approval of the public art design/artists. However, City Council may delegate approval to the Arts Commission for this project.

Artists must execute the approved design; incorporating elements that were not in the original approval will be considered breach of contract and may result in removal of the artwork.

### Design Execution

Artists will coordinate with City staff to select a mutually agreeable painting period between April 1 and May 31, 2023. Artists are responsible for prepping the utility box, painting the design with appropriate paint, and sealing it with a clear, marine grade, UV and graffiti resistant coating (clearcoat will be provided by the City).

Artists will be assisted with instructions on how to properly prepare the utility box for painting. While executing the artwork, Artists will also comply with any requirements set by the City related to maintaining ingress and egress in the public right of way and ensuring that the public right of way is not damaged.

### How to Apply

To apply for this call, Artists/Teams will electronically submit the following items to the link provided at the end of this document. Prepare the following in advance of submitting your application:

#### Solo Artist:

- Artist Contact Information
- Artist Resume (.doc, .pdf)
- Letter of interest and artist statement (one page maximum, .doc, .pdf)
- Up to 10 images of previous works (.jpg, .png, .ppt, .pdf, 10mb each max)
- Annotated image descriptions, including title, date, location, materials, art budget, and a 2-3 sentence description (.doc, .pdf)
- Two professional references (name and phone number)

#### Artist Teams:

- Lead Artist Contact Information (one per team)
- Contact Information for EACH artist
- Resume for EACH artist (.doc, .pdf)
- Letter of interest and artist team statement (one page maximum, one per team, .doc, .pdf)
- Up to 10 images of previous works (\*10 total for entire team)(.jpg, .png, .ppt, .pdf, 10mb each max)
- Annotated image descriptions, including title, date, location, materials, art budget, and a few sentence description (.doc, .pdf)
- Two professional references for LEAD artist (name and phone number)

\*Teams that do not have up to 10 images of past work done together may round out the images with the work of individual team members.

**All applications must be received by Monday, Dec. 19, 2022 at noon.** Incomplete submissions will not be considered.

You may be required to create a Google account, if you don't already have one, to submit your files. If you are unable to submit an application electronically, please contact [publicart@sunnyvale.ca.gov](mailto:publicart@sunnyvale.ca.gov) or 408-730-7758 for instructions to submit a paper application.

All applications (electronic, paper/mail) must be received by the deadline above to be considered.

### Award of Contract

The City of Sunnyvale reserves the right to accept or reject any applications, 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 selection by the City's selection panel and the artist's willingness to enter into an agreement with the City. The selected artist will be required to enter into an agreement, similar to the sample contract attached to this RFQ.

### Artwork is Temporary and Property of City

The artwork commissioned for this project shall become the property of the City of Sunnyvale. The artwork is considered temporary, and the City shall have no obligation to display the artwork for any particular period of time or in perpetuity. The City retains the right and sole discretion to remove, modify, or replace the artwork. Situations in which the City might exercise this right include, but are not limited to, those in which the image or utility box is damaged, or the box needs to be moved, altered, or replaced.

### 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 received will be compiled into a single list with responses and made available to all interested parties upon request.

**Apply NOW:** <https://bit.ly/GreatBoxPhase2>

Deepti Nanawati (Art Circle Studio)  
*The Great Box Cover-up!* (Phase 1), 2022  
Mathilda Avenue at California Avenue  
Photo by Jacqueline Orrel Photography



**ARTIST AGREEMENT**  
**CITY OF SUNNYVALE**  
**UTILITY BOX ARTWORK PROGRAM**

This Agreement is made <DATE> by and between the City of Sunnyvale, ("Sponsor" or "City"), and <NAME> ("Artist"), related to the City's Utility Box Artwork Program.

**RECITALS**

1. The City of Sunnyvale's Art in Public Places program is implementing "The Great Box Cover-up!," a project designed to transform uninteresting, ordinary utility boxes into attractive and engaging works of art (the "Project").
2. The City sought applications from individuals/artists/artistic teams interested in being selected to create and implement a design on a City utility box (the "Artwork") as part of the Project.
3. City's Project selection committee selected Artist to participate in the Program.
4. City and Artist desire to enter into an Agreement to specify each party's rights and responsibilities as part of the Project.

Now, therefore, City and Artist agree as follows:

**I. SCOPE OF SERVICES**

Artist shall design and execute an Artwork on a City-owned utility box ("Services") at a location assigned by City, according to the process, specifications, and design guidelines set forth in City's Request for Qualifications, "The Great Box Cover-up!, Phase 2," attached hereto and incorporated by reference. Artist further agrees to be responsible for implementing the Artwork on the assigned utility box with adequate regard for the health and safety of all participants, volunteers, and the public, and for any damage to City property caused by Artist in the course of executing the Artwork.

**II. COMPENSATION**

City shall provide a stipend to Artist in the amount of one thousand dollars (\$1000.00) for each Utility Box location as assigned by City to Artist, payable as follows: five-hundred dollars (\$500.00) within thirty (30) days of execution of this Agreement, and five hundred dollars (\$500.00) within thirty (30) days of completing the Artwork.

**III. INDEPENDENT CONTRACTOR**

Artist is acting as an independent contractor in furnishing any services or materials and performing the Services required by this Agreement and is not an agent, servant, or employee of City of Sunnyvale. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and the City of Sunnyvale. Artist is responsible for paying all required state and federal taxes.

**IV. OWNERSHIP AND TEMPORARY NATURE OF ARTWORK**

- A. Completed Artwork will become property of the City.
- B. The Artwork is intended to be temporary and will not be considered part of the City's permanent art collection; and therefore, will not be maintained by the City in perpetuity.

**V. RECORDING, PHOTOGRAPHY, RIGHTS IN THE ARTWORK**

Artist shall retain the copyright of his/her Artwork design and production, and the right to use the copyrighted material for his/her personal use. In addition, at City's discretion and expense, City may video, film, photograph and/or make audio recordings (collectively, the "Material") of Artist, the Services, and Artist performing the Services, including but not limited to the Artwork. Artist grants the City a royalty-free, perpetual, irrevocable and non-exclusive license to incorporate in or use the Material solely in connection with media productions created by or agreed to by the City for City grant writing, promotional, archival, or other purposes in any media now existing or subsequently developed. Artist may or may not be credited when City uses the Material. The City shall not use any of the Material for any "for sale" or commercial purpose whatsoever without written consent and approval by Artist under a separate agreement.

**VI. ARTIST'S MORAL RIGHTS; WAIVER OF VARA AND CAPA RIGHTS**

- A. The Parties agree that the primary purpose of the Services and resulting Artwork is to provide a source of public interest in art. CITY must preserve complete flexibility to operate and manage the Artwork as CITY property consistent with the project goals and the underlying utility box function. Therefore, subject to CITY's obligation to make good faith efforts to consult with ARTIST as set forth in subsection (c), below, ARTIST agrees that CITY, in connection with its power and duty to operate and manage CITY property in the public's interest, shall have the absolute right to display alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "MODIFY") the Artwork in CITY's sole judgment. For example, CITY may modify the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid CITY in the management of its property and affairs, or through neglect or accident.
- B. 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.
- C. Where time permits, prior to disposing of or destroying the Artwork, CITY shall make reasonably good faith efforts to notify and consult with ARTIST, at the last



phone number or address provided by ARTIST to the CITY, and to come to a mutually agreeable plan for disposition of the ARTWORK. Such consultation shall be without charge by ARTIST unless otherwise specifically agreed in writing. If CITY alters the ARTWORK without ARTIST'S consent in a manner that is prejudicial to ARTIST'S reputation, ARTIST may disclaim authorship of the ARTWORK. Artist understands, acknowledges and agrees that the function of the boxes is for utility purposes and that the City therefore has the right to remove, modify, or replace the Artwork, which the City may do in its sole discretion in situations including but not limited to when the image or utility box is damaged, or the box needs to be moved, altered or replaced for any reason determined by City.

**VII. LIABILITY**

- A. Artist shall defend, indemnify, and hold City harmless from and against any and all claims arising from any activity, demonstration, or things done, permitted or suffered by the Artist or Artist's agent(s), contractors, employees or volunteers; and shall further defend, indemnify, and hold City harmless from and against any and all damages arising from any breach or default in the performance of any obligation on Artist's part to be performed under the terms of this Agreement, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim. Artist, upon notification from City, shall defend the same at Artist's expense, by counsel satisfactory to City.
- B. City has no responsibility for furnishing, providing, or payment of the cost of any materials or equipment belonging to or used by Artist. To the extent Artist chooses to use or supply his or her own materials or equipment for any purpose related to the Artwork, Artist agrees to assume all liability for any such materials or equipment, and to hold City harmless from any and all damages, expenses, and liability arising out of use of such materials and equipment.
- C. Artist shall provide proof of insurance to City as set forth in Exhibit C.

**VIII. TERMINATION OF CONTRACT**

- A. This Agreement and the parties' respective obligations under it may be immediately terminated verbally or in writing by the City if:
  - 1. Artist fails to comply with the requirements set forth in Exhibit A to this agreement; conducts the Services in a manner that endangers participants or public; Artist conducts himself/herself in a manner that causes damage to property; Artist conducts himself/herself in a manner that is substantially detrimental to Sponsor; Artist breaches any obligations under this Agreement.
  - 2. Circumstances occur that make it impossible or impractical for the City to continue to offer the Program.

**IX. MISCELLANEOUS**

- A. Artist shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin, sexual orientation, or any other basis to the extent prohibited by federal, state, or local law.
- B. Any amendments and modifications to this agreement must be in writing and signed by each party.
- C. Artist shall not assign, transfer, amend, or modify this agreement.
- D. Artist shall comply with all applicable federal, state, and local laws and ordinances in connection with the performance of his/her obligation under this Agreement, including, but not limited to unemployment insurance benefits, worker's compensation laws, and F.I.C.A. laws.
- E. This Agreement shall be governed by the laws of the State of California, with venue in Santa Clara County. Each party shall bear its own costs and attorney fees in the event of a dispute.

**APPROVED:**

City of Sunnyvale ("Sponsor")  
Department of Library and Recreation Services

\_\_\_\_\_

\_\_\_\_\_  
Artist's Name (please print)

\_\_\_\_\_  
Artist's Signature

Date: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

IRS or  
Social Security Number \_\_\_\_\_

**Exhibits:**

- A-The Great Box Cover-up! RFQ
- B-Artist Application and Liability Waiver