



THE CITY OF SAN DIEGO

COMMISSION FOR ARTS AND CULTURE

CALL FOR ARTISTS / REQUEST FOR QUALIFICATIONS (RFQ)

BAYSIDE FIRE STATION

\$120,000 for Public Art Design, Fabrication & Installation

INTRODUCTION

An artist or artist team is sought to design, fabricate and install an artwork or artworks for an upcoming fire station in Downtown San Diego's Little Italy neighborhood.

Per Council Policy 900-11 *Inclusion of Public Art in Selected Capital Improvement Program and Redevelopment Agency Projects*, funding for the artwork(s) is provided by the Centre City Development Corporation (CCDC) and the process for artist selection and artwork development is being administered by the City of San Diego (City) Commission for Arts and Culture (Commission).

Throughout this document, the singular term "artist" also includes artist teams.

ELIGIBILITY

Any artist or team of professional artists with a lead artist who permanently resides in the State of California is eligible to apply.

Artist teams may include cross-disciplinary members (architects, landscape architects, etc.).

Each artist team must include a lead artist who permanently resides in the State of California, but the team may include artists from other areas.

Artists working in all media may apply.

Current City of San Diego Arts and Culture Commissioners, Public Art Committee members, employees of the City of San Diego and the City of San Diego Redevelopment Agency, and their business partners or their immediate family members may not apply. Current board members, advisors, and employees of CCDC, the selected design consultant for the project and their business partners or their immediate family members may not apply.

OVERVIEW

CCDC and the City are planning the first of two new fire stations that will serve the future needs of downtown. The first new station will be located on a 10,000 square foot site owned by the City of San Diego Redevelopment Agency and managed by CCDC, and located at the southeast corner of Cedar Street and Pacific Highway in the Little Italy neighborhood. The working name for this project is the

Bayside Fire Station. The station would include three apparatus bays to house engine, truck and medic vehicles and 12 personnel. Preliminary planning for the station at this location indicated that it would support a drive-thru, three-story, 16,000 square foot structure, along with a single level of below-grade parking.

The new station's location and the surrounding environment will require that the design process take into consideration the following:

- the site's strategic location west of the nearby railroad tracks that allows better accessibility to major developments along the downtown waterfront;
- the site's adjacency to the historic San Diego County Administration Center and future County park, located directly across Pacific Highway from the site;
- the site's inclusion within the North Embarcadero Visionary Plan area, which parallels the waterfront, Harbor Drive and Pacific Highway from Laurel Street south to the eastern turn of Harbor Drive; and
- the site's location within the Little Italy neighborhood—a neighborhood with a rich history reflected in its traditional commercial district along nearby India Street and a historic relationship to downtown's northern waterfront.

Please learn more about this project by reviewing the *Request for Qualifications for Design Services for the City of San Diego Bayside Fire Station* and its corresponding appendices which can be found here:

<http://www.ccdc.com/index.cfm/fuseaction/rfp.rfpDetail/rfpID=103>

Any questions stemming from a review of the *Request for Qualifications for Design Services for the City of San Diego Bayside Fire Station* must be addressed to Dana Springs, Public Art Program Manager, (619) 236-6790, dsprings@sandiego.gov. CCDC staff will not answer questions directly from artists during this competitive process.

SCOPE OF WORK

The selected artist will work closely with the design team. More specifically, the artist will:

- A. Contract with CCDC to fulfill the artist's services.
- B. Collaborate with the design team to generate artwork proposal(s).
- C. Conduct research, which includes examining the site, reviewing pertinent documents, meeting with CCDC and City staff, members of the community, etc.
- D. Prepare verbal, written and visual presentations to show schematic and final artwork proposal(s) to stakeholders. Presentations should include:
 1. A preliminary depiction of the proposed artwork(s) in the form of a to-scale drawing accompanied by either a three-dimensional rendering or a three dimensional model, if applicable
 2. A narrative description of the sources and methodology used to develop the proposal(s) which may include research, findings and/or input from the community and key stakeholders plus information about the scale, location, context, relationship of components, materials, operating requirements, maintenance requirements, and fabrication and installation methods
 3. A site plan
 4. A photographic survey of the site and other images depicting the site context
 5. Material samples, if available

- 6. Documentation of attention to ADA requirements
- 7. An outline of the anticipated budget for full design, fabrication, installation, maintenance and operating expenses
- E. Participate in approximately three in-person meetings/presentations with stakeholders (excluding the interview and any meetings solely with the design team) and respond to feedback.
- F. Engage subcontractors, if necessary.
- G. Create and submit engineer-approved construction documents, if necessary
- H. Perform site preparation, if necessary
- I. Fabricate, transport, and install artwork(s)
- J. Submit documentation images and a maintenance/operations report
- K. Participate in ribbon-cutting ceremony and/or outreach to press, if requested
- L. Coordinate with CCDC and City staff, as required

Some meetings may be conducted remotely, as necessary and as solely determined by CCDC and Commission staff.

BUDGET

Approximately \$120,000 for artwork design, fabrication, and installation

The budget is all-inclusive and must cover design fees; travel expenses; all materials and fabrication costs; lighting; insurance costs; site-preparation costs; traffic control costs; engineering expenses; shipping and transportation to the site; installation; any applicable permit fees and taxes; any other expenses related to the design, fabrication, installation, and documentation of the public art component of this development project.

Artists are responsible for travel expenses including travel to interviews, if invited.

The selected artist may receive an initial contract for design services and a subsequent contract for fabrication and installation services.

PROPOSED TIMELINE

December 22, 2007	RFQ released
February 1, 2008	Application deadline
February – March 2008	Shortlisting and final selection of one artist
March 2008	Agreement execution
March – November 2008	Design development and approval phases
2009 - 2010	Fabrication and installation phases
2010	Completion

ARTIST SELECTION PROCESS, PANEL, AND CRITERIA

Applications submitted in response to this RFQ will be reviewed by an Artist Selection Panel (ASP), which may be comprised of a representative for the design consultant, one community member, a representative for the City’s Fire-Rescue Department, a visual art professional, and a member of the Commission’s Public Art Committee. The ASP will review all complete, eligible applications received by the deadline. Upon evaluating the qualifications provided in the applications, the ASP will shortlist no less than three artists to attend interviews with the ASP. Artists who accept an invitation to interview will not be expected to develop proposals, but, in the interviews, each artist will be expected to discuss past approaches and

working methods with the ASP as well as answer questions relating to working on projects of this nature. The ASP will recommend only one artist for the commission after the interview phase.

Criteria used to select artists will be:

- Original vision, strong creativity, and sophisticated conceptual skills
- Technical competence and high quality workmanship
- Experience creating artworks in the public realm
- Experience working with architects, landscape architects, planners, engineers, etc. in designing for projects with complex and technical parameters
- Aptitude for interpreting architectural and landscape drawings and plans
- Understanding of architectural and landscape materials, technology and construction techniques
- Demonstrated interest in and understanding of the project
- High-level verbal, written, and visual communication skills
- Immediate availability and ability to work with fluctuating deadlines

Artists who work in all media and whose artworks are representative of all schools and styles will be considered. The ASP will strive to select artists who represent diversity in gender, age, socio-economic class, geographic location, religion, sexual orientation, skills and abilities, ethnicity, and political persuasion, among other qualities.

Criteria used to approve the selected artist's artwork proposals during the design phase will be:

- Quality, creativity, and originality of concepts
- Relationship to the existing and planned conditions at the site
- Responsiveness to the physical, natural, cultural and social context of the site and of San Diego
- Feasibility of fabrication, installation, maintenance, and operation
- Ability to withstand prolonged exposure to the site's climate and to resist vandalism
- Cost to design, fabricate, install, maintain and operate

REQUESTED MATERIALS

Artists who wish to be considered must submit the following materials (collated and in this order):

- Digital images of past work (35mm slides will not be accepted.)
- Application checklist
- A professional resume for each artist/team member
- Professional references for each artist/team member

Please closely observe the requirements and guidelines for the application materials as detailed below:

- **Digital Images (1 CD/DVD)**
 - Submit a maximum of 20 images showing at least five different artworks on a CD or DVD. This 20 image maximum is per application, not per team member.
 - Label the CD or DVD with the artist's name. Please do not include the name of the artist's gallery, assistant, or representative on the label.
 - Load the images into a Microsoft PowerPoint slide show presentation. "Slide show"

programs other than Microsoft PowerPoint are acceptable as long as the files can be successfully viewed with the Commission's equipment. Applicants are solely responsible for ensuring compatibility. Digital images not submitted in a PowerPoint presentation (or other compatible "slide show" program) will not be reviewed. For tips about how to create a Microsoft PowerPoint presentation, please go to this link: www.sandiego.gov/arts-culture/pdf/mlktipsheet1.pdf

- Only submit images with maximum dimensions of 1024 x 768 pixels and minimum dimensions of 720 x 480 pixels. For tips about how to resize digital images, please go to this link: www.sandiego.gov/arts-culture/pdf/mlktipsheet2.pdf
- When submitting images of concepts that have not been realized in the public realm, such as images of proposals, models or computer generated images, please clearly indicate that the image is of a model or a computer generated image, etc.
- The operating system utilized by the Commission is Windows-based. The Commission utilizes Microsoft PowerPoint 2002 as well as an LCD projector to display artists' images for the ASP.
- Applicants are responsible for ensuring compatibility between the applicants' submissions and the Commission's operating system and software. Submissions found to be incompatible may not be reviewed.
- Applicants are advised to test their presentations in advance of submitting.
- The Commission is not responsible for distortion or alteration of images as they appear on monitors or as projected.
- If a sound element is included in your presentation, please include a conspicuous notice with your submission.
- Provide image annotations within the PowerPoint itself. Indicate the title of artwork, medium, dimensions, date artwork was created, and location. For previous public art projects please also list the commissioning body, budget, date of completion, and project manager (with telephone number). If you are submitting images of past work that cannot be understood plainly through imagery alone (such as installations, integrated artwork or team work), please submit brief descriptions for each work that you believe needs further explanation. Where appropriate, please be sure to specify what your contributions, as the artist, were for projects involving teams, integrated artwork or collaborations with architects, etc. Details about the goals or challenges for each project and your solutions are also permitted. Brevity is the most effective way to communicate your ideas to the ASP.
- Please clearly indicate which projects were created by an artist team and whether the members of the team are the same or different than the team submitting an application for this project.

➤ **Application Checklist (8 copies)**

Please complete and submit the one-page checklist provided here:

www.sandiego.gov/arts-culture/publicart.shtml

This checklist summarizes the details about the breadth of your experience as an artist working in the public realm as well as details about the technology you have access to for communicating effectively and efficiently with team members and project management staff. This checklist also indicates that the applicant has read and understands the Conditions for Submission detailed at the end of this RFQ and it serves as an at-a-glance tool for panelists.

➤ **Professional Resume (8 copies)**

Please submit a current professional resume (five pages maximum) including information

regarding past public art commissions, design team experience, exhibitions, awards, grants, and education. Teams should submit a separate resume for each member of the team. Handwritten materials will not be reviewed.

➤ **Professional References (8 copies)**

Please submit the names, addresses, current telephone numbers and/or email addresses for three authorities on your past work and qualifications. Teams should submit separate references for each member of the team. Do not send letters of recommendation. The City reserves the right to contact references not given by the applicant. Handwritten materials will not be reviewed. PLEASE ENSURE THAT THE CONTACT INFORMATION FOR YOUR REFERENCES IS CURRENT; WE FREQUENTLY CONTACT REFERENCES AND ANY INACCURATE INFORMATION MAY DELAY THE SELECTION PROCESS.

➤ **Self Addressed Stamped Envelope (Optional)**

If you wish to receive your CD or DVD back, please submit a self addressed stamped envelope (S.A.S.E.) large enough for the return of the submitted materials. Materials submitted without an S.A.S.E. will not be returned. Text materials will not be returned. The Commission will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage.

In addition to the guidelines outlined above, please closely observe the following guidelines for the submission of applications. (Failure to observe these guidelines may render your application incomplete and ineligible for review.):

- **COLLATE** 8 sets of your text materials in this order, top to bottom: 1) application checklist, 2) professional resume(s), 3) professional references.
- Submit text materials on **8.5" x 11" WHITE BOND PAPER**. (Common copy paper is best as heavier stock is more difficult to run through a copy machine.)
- **3-HOLE PUNCH** all pages on left side
- **SEPARATE THE COLLATED SETS** with colored paper or paper clips
- **DO NOT STAPLE** or bind materials in any way. (No folders, no envelopes, no binders, no decorative covers.)
- **DO NOT SUBMIT PROPOSALS, DRAWINGS, MODELS, MEDIUM SAMPLES, ORIGINAL WORKS OF ART, BOOKS, CATALOGUES, OR ANY OTHER MATERIALS IN LIEU OF, OR IN ADDITION TO, THE REQUIREMENTS LISTED ABOVE.**
- **UNSOLICITED MATERIALS WILL NOT BE REVIEWED BY PANELISTS AND WILL NOT BE RETURNED.**

SUBMISSION ADDRESS AND DEADLINE

Deliver applications no later than 4:00 p.m. on Friday, February 1, 2008 to:

City of San Diego Commission for Arts and Culture
ATTN: Public Art Program – Bayside Fire Station
1200 Third Avenue, Suite 924
San Diego, CA 92101

Applications received after the RFQ deadline will not be reviewed. The City is not obligated to notify applicants when incomplete applications are received. Incomplete applications will not be reviewed.

QUESTIONS?

For information not covered in this RFQ, please address your questions, prior to the deadline, to Dana Springs, Public Art Program Manager, (619) 236-6790, dsprings@sandiego.gov

CONDITIONS FOR SUBMISSION

Responsibility for Submissions: Although we will make every effort to protect the materials you submit, the City, CCDC and the Redevelopment Agency are not responsible for the loss or damage of any materials submitted.

Use of Information: Contact information for each applicant will be entered into a database and used to advertise future calls for artists from the City or CCDC. Occasionally the contents of the database are shared with other entities intending to advertise calls for artists or similar opportunities for artists.

Invitation Revision: The City, CCDC and the Redevelopment Agency reserve the right to amend this invitation by addendum. The City, CCDC and the Redevelopment Agency shall be bound only by what is expressly stated in this invitation and any written addenda thereto. Addenda will be distributed in the same manner as the RFQ. However, the City, CCDC and the Redevelopment Agency are not responsible for errors in transmission.

Responsibility for Submission Costs: The City, CCDC and the Redevelopment Agency are not liable for any cost incurred by any person responding to this RFQ. The City, CCDC and the Redevelopment Agency do not assume any contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of materials by a applicant, the evaluation of submitted materials, or the selection of finalists.

Submission Acceptance/Rejection: The City, CCDC and the Redevelopment Agency reserve the right to reject any or all submissions received and to accept or reject any or all of the items in the submission. The City, CCDC and the Redevelopment Agency reserve the right to negotiate with any applicant after submissions are opened, if such action is deemed to be in the best interest of the City, CCDC and the Redevelopment Agency. The acceptance and review of a submission and/or submitted proposal, artwork concept, or artwork design does not constitute a commitment on the part of the City, CCDC and the Redevelopment Agency to award a commission to any artist.

Equal Opportunity Contracting Program: The City, CCDC and the Redevelopment Agency endeavor to do business with artists committed to equal opportunity and will not do business with any artist that discriminates on the basis of gender, age, socio-economic class, geographic location, religion, sexual orientation, skills and abilities, ethnicity, and political persuasion, among other qualities.

Insurance Requirements: Any artist selected to enter into contracts with the City or CCDC may be asked to obtain, at the artist's sole cost and expense, all insurance required by the City or CCDC. The artist may be asked to refrain from working until such insurance has been approved by the City and CCDC. Insurance required by the City or CCDC may include but is not limited to Comprehensive General Liability, Automobile Liability and Worker's Compensation coverage in accordance with the laws of the State of California. The City, CCDC and the Redevelopment Agency may require that the City, CCDC and the Redevelopment Agency be named as additional insured on all insurance policies except Worker's Compensation coverage.

Business Tax License: Any artist selected to enter into contracts with the City or CCDC may be asked to obtain, at the artist's sole cost and expense, a City of San Diego business tax license.

Copyright: A version of the following language may appear in contracts between the City or CCDC and the artist:

The Artist retains all copyrights to any and all of the Artist's Submissions and, except as provided below, to the Artwork.

Irrevocable License to Reproduce for Non-Commercial Purposes. The Artist hereby grants the City, CCDC and the Redevelopment Agency without charge to the City, CCDC and the Redevelopment Agency, irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Artwork or the Artwork Design for educational, public relations, tourism and arts promotional purposes without payment of a royalty to the Artist. For the purposes of this Agreement, the following are among those deemed to be permissible reproductions for the above cited purposes: in brochures and pamphlets pertaining to the City, CCDC and the Redevelopment Agency; in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; as well as on slides, CDs, DVDs, film strips, video, computer websites and television.

Artists' Rights: A version of the following language may appear in contracts between the City or CCDC and the artist.

ARTWORK REMOVAL

The Artwork may be removed from the Project Site at any time. The Artist, the City, CCDC and the Bayside Fire Station – Public Art

Redevelopment Agency acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). The Artist acknowledges and understands that the installation of the Artwork at the Project Site may subject the Artwork to destruction, distortion, mutilation, or other modification due to the acts of third parties or to its removal, repair, maintenance, storage, or transfer of ownership.

LIMITED VARA WAIVER.

In consideration of the mutual covenants and conditions in this Agreement, and except as otherwise provided for in this Agreement, the Artist agrees to waive any right that the Artist may have under VARA to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, maintenance, storage, or transfer of ownership of the Artwork by the City, CCDC and the Redevelopment Agency, or their elected officials, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site.

CALIFORNIA CIVIL CODE SECTION 987 WAIVER.

The Artist, the City, CCDC and the Redevelopment Agency acknowledge that the Artist may have certain rights under California Civil Code Section 987 which are not preempted by VARA. In consideration of the mutual covenants and conditions in this Agreement, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.

RIGHTS OF ARTIST'S HEIRS, SUCCESSORS AND ASSIGNS.

The Artist's VARA rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.

Indemnification: A version of the following language may appear in contracts between City or CCDC and the artist.

HOLD HARMLESS.

The Artist agrees to defend, indemnify, protect and hold the City, CCDC and the Redevelopment Agency, their agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Artist's employees, agents, representatives or subcontractors, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Artist, or the Artist's employees, agents, representatives or subcontractors. The obligation to indemnify shall be effective even if the passive negligence of the City, CCDC and the Redevelopment Agency, their agents, officers or employees contributes to the loss or claim.

The Artist further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between the Artist and the City, CCDC and the Redevelopment Agency, the reasonable value of attorneys fees and all costs if the City, CCDC and the Redevelopment Agency choose, at their own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Artist's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or willful misconduct of the City, CCDC and the Redevelopment Agency, their agents, officers or employees.

Without in any way limiting the generality of the foregoing, the Artist represents and warrants that any materials or deliverables, including but not limited to the Artwork Design and the Artwork (Works), provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City, CCDC and the Redevelopment Agency shall have the right, in their sole discretion, to require Artist to produce, at Artist's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City, CCDC and the Redevelopment Agency under law or equity. Artist further agrees to indemnify and hold harmless the City, CCDC and the Redevelopment Agency, their officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Artist receives payment under this contract, City, CCDC and the Redevelopment Agency shall be entitled, upon written notice to Artist, to withhold some or all of such payment.

---End of RFQ---